

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
De Vere Group PLC		07/29/2005	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	White Rock Distilleries, Inc.		
<b>Street Address:</b>	21 Saratoga Street		
<b>City:</b>	Lewiston		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04240		
<b>Entity Type:</b>	CORPORATION: MAINE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2376974	DARES'BURY'S QUINTESSENTIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)801-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	turkoj@gtlaw.com		
<b>Correspondent Name:</b>	Alan N. Sutin		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Greenberg Traurig, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Jessica L. Turko		
<b>Signature:</b>	/jessica l. turko/		
<b>Date:</b>	08/23/2005		

CH \$40.00 2376974

Total Attachments: 7

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DATED July 29, 2005

- (1) WHITE ROCK DISTILLERIES, INC
- (2) DE VERE GROUP PLC TRADING AS G & J GREENALL

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**AGREEMENT**

Relating to the Assignment  
of Trade Marks and the Supply of Bulk Gin

THIS AGREEMENT ("Agreement") is made the 29<sup>th</sup> day of July, 2005 (the "Effective Date")

BETWEEN:

- (1) WHITE ROCK DISTILLERIES INC. (incorporated in the state of Maine, USA)  
whose principal office is at 21 Saratoga Street, Lewiston, Maine 04240 USA  
("White Rock") AND
- (2) DE VERE GROUP PLC (registered in England No. 00014504) whose registered office is  
at 2100 Daresbury Park, Warrington, Cheshire, WA4 4BP) trading as  
G & J GREENALL at Causeway Distillery, Loushers Lane, Warrington, Cheshire, WA4  
6RY ("Greenalls")

WHEREAS

- (A) Greenalls is the owner of the Trade Marks; and
- (B) Greenalls has agreed to assign to White Rock the Trade Marks together with any other intellectual property rights which it owns in relation to the brands "Q" and Daresbury's Quintessential, and all variations thereof, in the territory comprising North America, Central America, South America and the Carribean Islands, as well as duty free outlets in North America and cruise lines operating out of the U.S; and
- (C) In consideration of the foregoing White Rock has agreed to purchase all of its requirements for bulk gin in relation to the production of products sold under the Trade Marks from Greenalls on the terms and conditions set out below.

NOW THEREFORE in consideration of the mutual promises and covenants herein contained THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement:

1.1 Except where the context shall otherwise require the following terms shall bear the meanings respectively set out opposite them:

“Bulk Gin”	means bulk gin produced by Greenalls in accordance with the specification for the distillation and manufacture of bulk gin details of which are set out in Schedule 2.
“Supply Term”	has the definition set forth in Clause 13.
“Supply Year”	means each period of twelve months running from January 1 to December 31 (inclusive) during the Supply Term of this Agreement; except that the first Supply Year of the Supply Term shall run from the Effective Date until December 31, 2010.
“Trade Marks”	means in relation to the Territory the registered and unregistered trade marks “Q” and “Daresbury’s Quintessential”, and all variations thereof, details of which are set out in Schedule 1 hereto, together with i) all trade names, labels, designs, symbols or domain names to which such trade marks relate, ii) any and all registrations, renewals, and applications thereof, including without limitation registration number 2376974 with the United States Patent and Trademark Office, iii) any design rights or copyrights in respect of packaging and marketing materials for “Q” Gin in the Territory, iv) all rights to sue for past infringement of such trade marks in the Territory and to retain any damages

obtained as a result of any such actions, and v) any and all goodwill attaching to such trade marks.

“Trade Marks Sale”

means any sale, assignment, transfer or license, either in a single transaction or a series of related transactions (a) of all of White Rock’s interest in the Trade Marks or any part of them; or (b) which results in a change of control of White Rock.

“Territory”

means the territory comprising North America, Central America, South America and the Carribean Islands, as well as duty free outlets in North America and cruise lines operating out of the U.S.

- 1.2 Unless the context otherwise requires all references to a particular Clause or Schedule shall be a reference to that Clause or Schedule in or to this Agreement.
- 1.3 Headings are inserted for convenience only and shall not affect the interpretation of any provision of this Agreement.
- 1.4 Unless the contrary intention appears words importing the masculine gender shall include the feminine and vice versa and words in the singular shall include the plural and vice versa.
- 1.5 Time shall be of the essence.
- 1.6 References to statute, statutory instrument or any statutory provision shall be construed as references to the statute, statutory instrument or statutory provision as in force at the date of this Agreement and as subsequently re- enacted consolidated or amended and shall include reference to any statute, statutory instrument or any

statutory provision of which it is a re-enactment, consolidation or amendment.

2. ASSIGNMENT

- 2.1 In consideration of the rights granted pursuant to this Agreement, Greenalls HEREBY ASSIGNS and transfers all right, title and interest in and to the Trade Marks to White Rock.
- 2.2 Greenalls confirms that this assignment is made with the goodwill attaching to the Trade Marks.
- 2.3 Greenalls warrants to White Rock in respect of each of the registered Trade Marks as follows:
  - 2.3.1 that Greenalls is the lawful owner of the registered Trade Marks;
  - 2.3.2 that Greenalls has taken all steps necessary to register and otherwise protect the registered Trade Marks under the laws of the United States;
  - 2.3.3 that all renewal fees due in respect of the registration have been paid;
  - 2.3.4 that Greenalls has appointed no licensees of any of the registered Trade Marks nor given any other person any permission to use any of them;
  - 2.3.5 that Greenalls is unaware of any infringement of the registration of any of the registered Trade Marks or of any reason why any registration may be capable of being expunged from the register for any reason whatsoever; and
  - 2.3.6 that there are no circumstances known to Greenalls arising out of this assignment which may result in the use of the Trade Marks being liable to mislead the public.
- 2.4 Greenalls represents and warrants to White Rock in respect of each of the

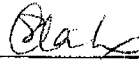
Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.


**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives on the date first set forth above.

**WITNESS:**

**DE VERE GROUP PLC TRADING**

**AS G & J GREENALLS**

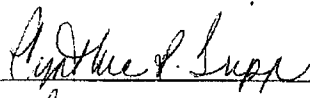
By:   
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Name: SHEILA CLARKE  
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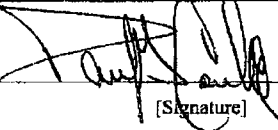
By:   
[Signature]  
Name: TONY SHAFFE  
[Print]  
Title: M. D.

Date: 19/8/05

**WITNESS:**

**WHITE ROCK DISTILLERIES, INC.:**

By:   
[Signature]  
Name: Cynthia R. Tripp  
[Print]

By:   
[Signature]  
Name: Paul G. Coulombe  
Title: Chief Executive Officer

Date: 8/3/05



Schedule 1

Unregistered Marks

Q  
Quintessential  
Daresbury's Quintgessential

Registered Marks

Territory

Reg No.

Mark

USA

2376974

Quintessential