

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Domecq Spirits & Wine Limited		03/10/2006	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Jim Beam Brands UK Limited
Street Address:	5591988 Worthing Road
City:	Horsham, West Sussex
State/Country:	UNITED KINGDOM
Postal Code:	RH12 1ST
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75654366	HARVEYS DUNE
Serial Number:	73557950	HARVEYS
Serial Number:	72192912	HARVEYS OF BRISTOL
Serial Number:	72193364	HARVEYS OF BRISTOL VIRTUTE ET INDUSTRIE
Serial Number:	72040752	HUNTING
Serial Number:	73622082	HARVEYS BRISTOL CREAM
Serial Number:	71331551	BRISTOL CREAM
Serial Number:	72268959	HARVEYS
Serial Number:	78541582	HARVEYS OF BRISTOL 1796
Serial Number:	72240623	LAPHROAIG
Serial Number:	71677414	LAPHROAIG
Serial Number:	76377660	LAPHROAIG

CORRESPONDENCE DATA

900051616

**TRADEMARK
 REEL: 003334 FRAME: 0826**

CH \$315.00 75654366

Fax Number: (312)616-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: lsullivan@leydig.com
Correspondent Name: Lynn A. Sullivan
Address Line 1: Two Prudential Plaza, 180 N. Stetson Ave
Address Line 2: Suite 4900
Address Line 4: Chicago, ILLINOIS 60601-6780

ATTORNEY DOCKET NUMBER:	253360
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Lynn A. Sullivan
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Signature:	/Lynn A. Sullivan/
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Date:	06/21/2006
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Total Attachments: 10
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Herbert Smith

10th March.....2006

ALLIED DOMECQ SPIRITS & WINE LIMITED
and
JIM BEAM BRANDS UK LIMITED

**DEED OF REGISTERED TRADE MARK
ASSIGNMENT**

Herbert Smith LLP

UK - Global TM Assignment - ADSW to JBB UK - FINAL.DOC

TRADEMARK
REEL: 003334 FRAME: 0828

DEED OF REGISTERED TRADE MARK ASSIGNMENT

DATE 10th March 2006

PARTIES

- 1 **ALLIED DOMEQ SPIRITS & WINE LIMITED** a company incorporated in England and Wales with company number 00703977, whose registered office is The Pavilions, Bridgewater Road, Bedminster Down, Bristol BS13 8AR ("**Assignor**"); and
- 2 **JIM BEAM BRANDS UK LIMITED** (registered in England and Wales with company number 5591988, whose registered office is Prewetts Mill, Worthing Road, Horsham, West Sussex, RH12 1ST ("**Assignee**").

INTRODUCTION

- A Under the terms of the sale and purchase agreement entered into by the parties and others on 26 January 2006 (the "**Sale and Purchase Agreement**"), the Assignor agreed to sell or procure the sale of certain FB Assets including certain FB IP (as both those terms are defined in the Amended and Restated Framework Agreement entered into by (1) Fortune Brands, Inc. and (2) Pernod Ricard S.A. on 21 April 2005 as amended by a deed of variation dated 24 July 2005 (the "**Framework Agreement**") to Fortune Brands, Inc. or its nominee. The trade mark applications (the "**Applications**") and registrations set out in the Schedule to this assignment (collectively the "**Trade Marks**") form part of those FB Assets.
- B The Assignor agrees to assign to the Assignee all of the Assignor's right, title and interest in the Trade Marks, and the Assignee agrees to such assignment, on the terms of this assignment.

AGREEMENT

1 Consideration

This assignment is in consideration of the sum of EUR €1.00 (one euro) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges).

2 Assignment

- 2.1 On and from the date of this assignment (the "**Effective Date**"), the Assignor assigns to the Assignee all its right, title and interest in the Trade Marks and the benefit of such, together with the goodwill owned by the Assignor associated with the Trade Marks and any copyright owned by the Assignor in the Trade Marks.

- 2.2 The assignment in clause 2.1 includes any rights of the Assignor to take action for, recover and retain damages and/or an account of profits and/or other remedies for infringement of the Trade Marks or for passing off or for misleading or deceptive conduct or dilution or any similar claim in relation to the Trade Marks (whether or not such infringement, passing off or relevant conduct took place before the Effective Date).

3 Recordal of assignment and further assurance

- 3.1 The Assignee shall be entitled to apply to the appropriate registrar of trade marks and take all other steps reasonably necessary to record the assignment of the Trade Marks in the register of trade marks.
- 3.2 The Assignor shall execute any documents and do any things that the Assignee reasonably requests to give effect to the terms of this assignment and the recordal thereof in accordance with Clause 3.1, including providing any applicable records, files and papers related to the same that the Assignor holds.

Additionally, the Assignor hereby authorises the trade mark agents appointed by the Assignee to carry out all necessary steps to record the assignment hereunder at the appropriate trade mark office, providing to the Assignee on the date hereof with appropriate authorisations to that effect (where required).

- 3.3 The Assignor, at the Assignee's request and cost, shall execute any documents and do any things that may be reasonably required to assist with the prosecution of the Applications to registration and to assist the Assignee in any claim or proceeding involving any of the Trade Marks.

4 Costs and expenses

The legal and other costs and expenses in respect of the matter which is the subject of this assignment and any official fees or costs in relation to the recordal of this assignment shall be borne by the parties as set out in the Framework Agreement.

5 General

5.1 Variation

A variation of the terms of this assignment must be in writing and signed by the parties.

5.2 Governing law and jurisdiction

This assignment shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction.

5.3 Counterparts

5.3.1 This assignment may be executed in any number of counterparts.

5.3.2 All counterparts, taken together, constitute one assignment.

5.3.3 A party may execute this assignment by signing any counterpart.

5.4 Interpretation

5.4.1 In this assignment, unless the context otherwise requires:

5.4.1.1 headings are for convenience only and do not affect the interpretation of this assignment;

5.4.1.2 words importing the singular include the plural and vice versa;

5.4.1.3 a reference to any thing (including any right) includes a part of that thing but nothing in this clause 5.4.1.3 implies that performance of part of an obligation constitutes performance of the obligation; and

5.4.1.4 no provision of this assignment will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this assignment or that provision.

5.5 Attorneys

Each of the attorneys executing this assignment states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

Executed and delivered as a deed on the date set out at the head of this assignment.

TMID	REGD OWNER	COUNTRY	TRADE MARK	CLASSES	APP NO	APPN DATE	REG NO	REG DATE	STATUS	NEXT REN	AGENT
33355	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS DUNE	33	75/654366	09/03/1999	2314671	01/02/2000	REG	01/02/2010	Allied Domecq Spirits & Wine USA, Inc.
33355	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS DUNE	33	75/654366	05/03/1999	2314671	01/02/2000	REG	01/02/2010	Allied Domecq Spirits & Wine USA, Inc.
3262	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS LABEL	33	73/557950	12/09/1985	1401487	15/07/1986	REG	15/07/2006	Charles E Baxley, P.C.
3298	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS OF BRISTOL	33	72/192912	07/05/1964	792676	13/07/1965	REG	13/07/2005	
3257	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS OF BRISTOL AND COAT OF ARMS	33	72/193364	13/05/1964	792677	13/07/1965	REG	13/07/2005	
3250	Allied Domecq Spirits & Wine Limited	United States of America	HUNTING	33	72/040752	15/11/1957	668121	07/10/1958	REG	07/10/2008	Allied Domecq Spirits & Wine USA, Inc.
29536	Allied Domecq Spirits & Wine Limited	United States of America	PUT YOUR WORLD ON ICE	33	75/188093	23/10/1996	2224648	16/02/1999	LAPSED	16/02/2009	Allied Domecq Spirits & Wine USA, Inc.
25528	Allied Domecq Spirits & Wine Limited	Uzbekistan	BRISTOL CREAM	33	MBG950132 6.3	25/07/1995	6088	25/07/1995	LAPSED	25/07/2005	Spoor & Fisher Jersey
25515	Allied Domecq Spirits & Wine Limited	Uzbekistan	HARVEYS	33	MBG950132 03	25/07/1995	5670	25/07/1995	LAPSED	25/07/2005	Goroditsky & Partners
3280	Allied Domecq Spirits & Wine Limited	Venezuela	HARVEYS	33		00/00/0000	S106504-F	13/02/1984	REG	13/02/1999	Bolet & Terrero
25374	Allied Domecq Spirits & Wine Limited	Vietnam	BRISTOL CREAM	33	23973/N- 2771/95	17/07/1995	19979	17/07/1995	REG	17/07/2005	Spoor & Fisher Jersey
25373	Allied Domecq Spirits & Wine Limited	Vietnam	HARVEYS	33	23974/N- 2772/95	17/07/1995	19980	17/07/1995	REG	17/07/2005	Dommer Somglat & Boornna
TMID	REGD OWNER	COUNTRY	TRADE MARK	CLASSES	APP NO	APPN DATE	REG NO	REG DATE	STATUS	NEXT REN	AGENT
226948	Allied Domecq Spirits & Wine Limited	Albania	LAPHROAG	33	AL-N-02- 00144	25/03/2002	9428	09/07/2003	REG	25/03/2012	Vjollca Kryeziu
200616	Allied Domecq Spirits & Wine Limited	Andora	LAPHROAG	33	14.58	04/04/2000	14.351	04/04/2000	REG	04/04/2010	S.A.P.I.M. S.A.
200629	Allied Domecq Spirits & Wine Limited	Argentina	LAPHROAG	33	2.276.735	28/03/2000	1.841.262	23/08/2001	REG	23/08/2011	Marval, O'Farrell & Matral
33886	Allied Domecq Spirits & Wine Limited	Australia	LAPHROAG	33	802662	04/08/1999	802662	04/08/1999	REG	04/08/2009	Spruson & Ferguson

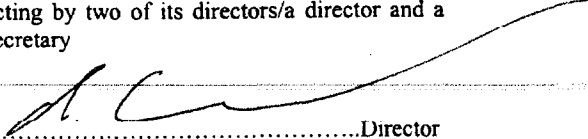
25967	Allied Domecq Spirits & Wine Limited	United Kingdom	HARVEYS HORSE OF TWO	Device	SERIES33	2041726	18/10/1995	2041726	18/10/1995	REG	18/10/2005	Allied Domecq Trade Department	PLC Marks
17615	Allied Domecq Spirits & Wine Limited	United Kingdom	HARVEYS JAMAICA LABEL			759986	27/11/1956	759986	27/11/1956	REG	27/11/2005	Allied Domecq Trade Department	PLC Marks
17611	Allied Domecq Spirits & Wine Limited	United Kingdom	HARVEYS OF BRISTOL			812779	01/11/1960	812779	01/11/1960	REG	01/11/2005	Allied Domecq Trade Department	PLC Marks
15120	Allied Domecq Spirits & Wine Limited	United Kingdom	HARVEYS OF BRISTOL			1278309	01/10/1986	1278309	01/10/1986	REG	01/10/2007	Allied Domecq Trade Department	PLC Marks
15117	Allied Domecq Spirits & Wine Limited	United Kingdom	HARVEYS OUTLINE LABEL	revised	1996	1238776	27/03/1985	1238776	27/03/1985	REG	27/03/2006	Allied Domecq Trade Department	PLC Marks
27893	Allied Domecq Spirits & Wine Limited	United Kingdom	ISIS			2068895	27/04/1996	2068895	27/04/1996	REG	27/04/2006	Allied Domecq Trade Department	PLC Marks
32122-GB	Allied Domecq Spirits & Wine Limited	United Kingdom	ISIS			677633	10/11/1997	677633	30/11/1998	REG	13/11/2007	Allied Domecq Trade Department	PLC Marks
13567	Allied Domecq Spirits & Wine Limited	United Kingdom	JOHN HARVEY SIGNATURE LABEL	ON BOTTLE		1523084	06/01/1993	1523084	06/01/1993	REG	06/01/2010	Allied Domecq Trade Department	PLC Marks
29532	Allied Domecq Spirits & Wine Limited	United Kingdom	PUT YOUR WORLD ON ICE			2111450	28/09/1996	2111450	28/09/1996	REG	28/09/2006	Allied Domecq Trade Department	PLC Marks
3263	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS BRISTOL CREAM LABEL	(4)		73622082	25/09/1986	1458628	22/09/1987	REG	22/09/2007	Allied Domecq & Wine USA, Inc.	PLC Marks
3247	Allied Domecq Spirits & Wine Limited	United States of America	BRISTOL CREAM			713331551	25/10/1932	300796	07/02/1933	REG	07/02/2013	Elizabeth SA	PLC Marks
33354	Allied Domecq Spirits & Wine Limited	United States of America	DUNE			75557386	23/09/1998	2263292	20/07/1999	LAPSED	20/07/2009	Allied Domecq & Wine USA, Inc.	PLC Marks
3258	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS			72268959	12/04/1987	852017	02/07/1988	REG	02/07/2008		
237074	Allied Domecq Spirits & Wine Limited	United States of America	HARVEYS 1796 & Boat Device			78541882	04/01/2005		00/00/0000	PEN	00/00/0000	Allied Domecq & Wine USA, Inc.	PLC Marks

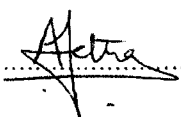
236166	Allied Domecq Spirits & Wine Limited	Tunisia	LAPHROAIG	33	EE:04.1799	24/08/2004		00/00/0000	PEN	00/00/0000	Spoor & Fisher Jersey
200627	Allied Domecq Spirits & Wine Limited	Turkey	LAPHROAIG	33	2000/006550	13/04/2000	2000/006550	13/04/2000	REG	13/04/2010	Stock Industrial Property Services A.S.
236167	Allied Domecq Spirits & Wine Limited	Ukraine	LAPHROAIG	33	20040808681	16/08/2004		00/00/0000	PEN	00/00/0000	Goroditsky & Partners
236168	Allied Domecq Spirits & Wine Limited	United Arab Emirates	LAPHROAIG	32	63396	05/09/2004		00/00/0000	PEN	00/00/0000	Saba & Co. (UAE)
30965	Allied Domecq Spirits & Wine Limited	United Kingdom	LAPHROAIG	33	793090	08/07/1959	793090	08/07/1959	REG	08/07/2008	Allied Domecq PLC Trade Marks Department
31062	Allied Domecq Spirits & Wine Limited	United Kingdom	LAPHROAIG ISLAY LABEL	33	368918	25/08/1915	368918	25/08/1915	REG	25/08/2009	Allied Domecq PLC Trade Marks Department
200681-GB	Allied Domecq Spirits & Wine Limited	United Kingdom	LAPHROAIG	33	1636174	28/08/2000	1636174	08/05/2002	REG	28/08/2010	
226395	Allied Domecq Spirits & Wine Limited	United Kingdom	LAPHROAIG	29 30	2289146	02/01/2002	2289146	02/01/2002	REG	02/01/2012	Allied Domecq PLC Trade Marks Department
201275	Allied Domecq Spirits & Wine Limited	United Kingdom	LAPHROAIG	35 42	2245003	08/09/2000	2245003	08/09/2000	REG	08/09/2010	Allied Domecq PLC Trade Marks Department
201869	Allied Domecq Spirits & Wine Limited	United Kingdom	FRIENDS OF LAPHROAIG	35 42	2258942	24/01/2001	2258942	24/01/2001	REG	24/01/2011	Allied Domecq PLC Trade Marks Department
223362	Allied Domecq Spirits & Wine Limited	United Kingdom	FRIENDS OF LAPHROAIG	35 42	2277172	04/08/2001	2277172	04/08/2001	REG	04/08/2011	Allied Domecq PLC Trade Marks Department
8048	Allied Domecq Spirits & Wine Limited	United States of America	LAPHROAIG	33	72240623	10/03/1966	828661	09/05/1967	REG	09/05/2007	Allied Domecq Spirits & Wine USA, Inc.
30982	Allied Domecq Spirits & Wine Limited	United States of America	LAPHROAIG (stylized)	33	71677414	29/11/1954	613647	04/10/1955	REG	04/10/2005	Allied Domecq Spirits & Wine USA, Inc.
226543	Allied Domecq Spirits & Wine Limited	United States of America	LAPHROAIG	29 30	76377660	04/03/2002	2779068	04/11/2003	REG	04/11/2013	Allied Domecq Spirits & Wine USA, Inc.

SIGNED AS A DEED

by **ALLIED DOMECQ SPIRITS & WINE LIMITED**

acting by two of its directors/a director and a secretary


.....Director


.....Secretary/Director

SIGNED AS A DEED

by **JIM BEAM BRANDS UK LIMITED**

acting by two of its directors/a director and a secretary

.....Director

.....Secretary/Director

SIGNED AS A DEED

by **ALLIED DOMECQ SPIRITS & WINE LIMITED**

acting by two of its directors/a director and a secretary

.....Director

.....Secretary/Director

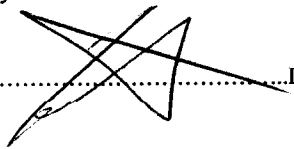
SIGNED AS A DEED

by **JIM BEAM BRANDS UK LIMITED**

acting by two of its directors/a director and a secretary

.....Director

.....Secretary/Director



MILK EDWARD MILLS

SIGNED AS A DEED

by **ALLIED DOMECQ SPIRITS & WINE LIMITED**

acting by two of its directors/a director and a secretary

.....Director

.....Secretary/Director

SIGNED AS A DEED

by **JIM BEAM BRANDS UK LIMITED**

acting by two of its directors/a director and a secretary

Ronald G. Kopolnek.....Director

Ronald G. Kopolnek

.....Secretary/Director

