

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BB&R Spirits Limited		06/27/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Berry Bros. & Rudd Limited		
Street Address:	3, St. James's Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1A 1EG		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2914445	BERRYS'	
CORRESPONDENCE DATA			
Fax Number:	(516)742-4366		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-742-4343		
Email:	bkrivisky@ssmp.com		
Correspondent Name:	Barry M. Krivisky		
Address Line 1:	400 Garden City Plaza		
Address Line 2:	Suite 300		
Address Line 4:	Garden City, NEW YORK 11530		
ATTORNEY DOCKET NUMBER:	1946/1002		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Barry M. Krivisky

Signature:

/BarryMKrivisky/

Date:

07/07/2006

Total Attachments: 2

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ASSIGNMENT OF TRADE MARKS

THIS ASSIGNMENT is made this 27th day of JUNE 2006.

BETWEEN

1. BB&R Spirits Limited (formerly called Berry Bros. & Rudd Limited company No. 379553) of 3, St. James's Street, London, SW1A 1EG, England a company Incorporated under the laws of England and Wales (hereinafter referred to as "the Assignor")

AND

2. BERRY BROS. & RUDD LIMITED (company No. 5490962) of 3, St. James's Street, London, SW1A 1EG, England a company Incorporated under the laws of England and Wales (hereinafter referred to as "the Assignee")

WHEREAS

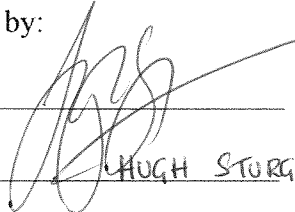
- A. The Assignor is the proprietor of United States Trade mark Registration/s particulars of which are set out in the Schedule hereto (hereinafter referred to as "the Trade Mark/s"); and
- B. The Assignor has agreed to assign the Trade Mark/s to the Assignee on the terms set out below and to execute this assignment

IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the sum of £1.00 now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged) the Assignor **HEREBY ASSIGNS AND CONVEYS** unto the Assignee all property, right, title and interest, including the right to sue for past infringements and to continue with any ongoing disputes, in the in the said Trade Mark/s including the goodwill symbolised by and attached to the said Trade Mark/s.
- 2. The Assignor warrants that it has good claim to be the proprietor of the said Trade Mark/s and is not aware of any claim which may affect the validity of the said Trade Mark/s nor has charged or encumbered the same.
- 3. The Assignor further covenants to execute all documents, papers, forms and authorisations and depose to swear all declarations or oaths which may be necessary for securing, completing or absolutely vesting full right, title and interest to the said Trade Mark/s

IN WITNESS whereof the parties hereto have set their hands the day and year first above written

SIGNED by:

Signed:  _____

Name: HUGH STURGES

Position: DIRECTOR

For and on behalf of the Assignor

SIGNED by:

Signed:  _____

Name: JANET IMPEY

Position: COMPANY SECRETARY

For and on behalf of the Assignee

SCHEDULE

<u>Trade Mark/s</u>	<u>Registration Number</u>	<u>Class/es</u>
BERRY'S word	2914445	33