

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Allied Domecq Spirits and Wine Limited		11/03/2006	Limited: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Courvoisier S.A.S.
<b>Street Address:</b>	2, Place du chateau
<b>City:</b>	Jarnac
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	16200
<b>Entity Type:</b>	Societe par actions simplifiee: FRANCE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78366762	ATELIER COURVOISIER
Serial Number:	78469217	ATELIER COURVOISIER

**CORRESPONDENCE DATA**

**Fax Number:** (312)616-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 3126165600  
**Email:** trademark@leydig.com  
**Correspondent Name:** Leydig, Voit & Mayer, Ltd.  
**Address Line 1:** 180 North Stetson, Two Prudential Plaza  
**Address Line 2:** Suite 4900  
**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	238260
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**DOMESTIC REPRESENTATIVE**

CH \$65.00 78366762

Name: Leydig, Voit & Mayer, Ltd.  
Address Line 1: 180 North Stetson, Two Prudential Plaza  
Address Line 2: Suite 4900 c/o Lynn A. Sullivan  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Lynn A. Sullivan
Signature:	/Lynn A. Sullivan/
Date:	12/12/2006

**Total Attachments: 8**  
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Herbert Smith

27<sup>th</sup> March.....2006

ALLIED DOMEQ SPIRITS & WINE LIMITED  
and  
COURVOISIER S.A.S.

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DEED OF REGISTERED TRADE MARK  
ASSIGNMENT

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Herbert Smith LLP

## DEED OF REGISTERED TRADE MARK ASSIGNMENT

DATE 27<sup>th</sup> March 2006

### PARTIES

- 1 **ALLIED DOMECCQ 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 **COURVOISIER S.A.S.** (registered in Cognac (16100), France with Registered Number 320 464 605 RCS Cognac) whose registered office is at 2, place du château - 16200 JARNAC, France ("**Assignee**").

### INTRODUCTION

- A Under the terms of the sale and purchase agreement entered into by (1) Allied Domeccq Luxembourg Holdings S.A.R.L., (2) Allied Domeccq Spirits and Wine (Europe) B.V. (together the "**Vendors**") and (3) Fulham Acquisition Corp. on 27 July 2005 (the "**Sale and Purchase Agreement**"), the Vendors 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) relating to the "Courvoisier" brand to Fulham Acquisition Corp. 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 Assignee as set out in the clause headed "Wrong pocket assets" (clause 7) in the Sale and Purchase 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.

SCHEDULE

THE TRADE MARKS

TMID	REGD OWNER	COUNTRY	TRADE MARK	CLASSES	APP NO	APPN DATE	REG NO	REG DATE	STATUS	NEXT REN	AGENT
237180-AT	Allied Domecq Spirits & Wine Limited	Austria	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
237180-BX	Allied Domecq Spirits & Wine Limited	Benelux	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
237180-CY	Allied Domecq Spirits & Wine Limited	Cyprus	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
237180-CZ	Allied Domecq Spirits & Wine Limited	Czech Republic	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
237180-DK	Allied Domecq Spirits & Wine Limited	Denmark	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
237180-EE	Allied Domecq Spirits & Wine Limited	Estonia	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
237180	Allied Domecq Spirits & Wine Limited	European Union	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	Allied Domecq PLC Trade Marks Department
237180-FI	Allied Domecq Spirits & Wine Limited	Finland	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	
236189	Allied Domecq Spirits & Wine Limited	France	ATELIER COURVOISIER	3 14 18 25	043309219	19/08/2004		00/00/0000	PEN	00/00/0000	S. C. Ernest Gutmann - Yves Plasseraud
237180-FR	Allied Domecq Spirits & Wine Limited	France	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	PEN	00/00/0000	

237180-DE	Allied Domecq Spirits & Wine Limited	Germany	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-GR	Allied Domecq Spirits & Wine Limited	Greece	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-HU	Allied Domecq Spirits & Wine Limited	Hungary	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-IE	Allied Domecq Spirits & Wine Limited	Ireland	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-IT	Allied Domecq Spirits & Wine Limited	Italy	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
	Allied Domecq Spirits & Wine Limited	Japan	ATELIER COURVOISIER	3 14 18 25	2004-077969	24/08/2004	00/00/0000	PEN	00/00/0000
237180-JE	Allied Domecq Spirits & Wine Limited	Jersey	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-LV	Allied Domecq Spirits & Wine Limited	Latvia	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-LT	Allied Domecq Spirits & Wine Limited	Lithuania	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-MT	Allied Domecq Spirits & Wine Limited	Malta	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-PL	Allied Domecq Spirits & Wine Limited	Poland	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-PT	Allied Domecq Spirits & Wine Limited	Portugal	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000
237180-SK	Allied Domecq Spirits & Wine Limited	Slovakia	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004	00/00/0000	PEN	00/00/0000

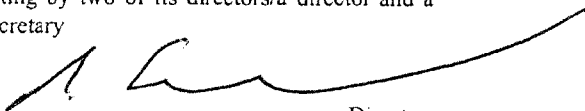



237180-SI	Allied Domecq Spirits & Wine Limited	Slovenia	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	00/00/0000	
237180-ES	Allied Domecq Spirits & Wine Limited	Spain	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	00/00/0000	
237180-SE	Allied Domecq Spirits & Wine Limited	Sweden	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	00/00/0000	
236191A	Allied Domecq Spirits & Wine Limited	United Arab Emirates	ATELIER COURVOISIER	14	63191	24/08/2004		00/00/0000	00/00/0000	Saba & Co. (UAE)
236191B	Allied Domecq Spirits & Wine Limited	United Arab Emirates	ATELIER COURVOISIER	18	63192	24/08/2004		00/00/0000	00/00/0000	Saba & Co. (UAE)
236191C	Allied Domecq Spirits & Wine Limited	United Arab Emirates	ATELIER COURVOISIER	25	63193	24/08/2004		00/00/0000	00/00/0000	Saba & Co. (UAE)
236191	Allied Domecq Spirits & Wine Limited	United Arab Emirates	ATELIER COURVOISIER	3	63194	24/08/2004		00/00/0000	00/00/0000	Saba & Co. (UAE)
236188	Allied Domecq Spirits & Wine Limited	United Kingdom	ATELIER COURVOISIER	3 14 18 25	2371024	19/08/2004		00/00/0000	00/00/0000	Allied Domecq PLC Trade Marks Department
201266	Allied Domecq Spirits & Wine Ltd.	United Kingdom	COURVOISIER	35 42	2245014	08/09/2000	2245014	10/10/2001	08/09/2010	Allied Domecq PLC Trade Marks Department
237180-GB	Allied Domecq Spirits & Wine Limited	United Kingdom	IMPERATOR DE COURVOISIER	3	004216032	23/12/2004		00/00/0000	00/00/0000	
	Allied Domecq Spirits & Wine Limited	United States of America	ATELIER COURVOISIER	14 18 25	78/366762	12/02/2004		00/00/0000	00/00/0000	
	Allied Domecq Spirits & Wine Limited	United States of America	ATELIER COURVOISIER	3 25	78/469217	18/08/2004		00/00/0000	00/00/0000	

**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 **COURVOISIER S.A.S.**

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

  
.....Director

  
.....Secretary/Director

Maria J. Martin  
Acting by means of a Power of Attorney  
November 3, 2006, Deerfield, Illinois, USA