

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Glenlivet Distillers Limited		03/14/2006	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chivas Brothers Limited		
<b>Street Address:</b>	111-113 Renfrew Road		
<b>City:</b>	Paisley		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	PA3 4DY		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78507537	THE GLENLIVET	
<b>Serial Number:</b>	78895655	CELLAR COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)424-0880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	646 424 0770		
<b>Email:</b>	mag@scgb-law.com		
<b>Correspondent Name:</b>	Meyer A. Gross		
<b>Address Line 1:</b>	292 Madison Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	3010-008T; 3010-012T		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$65.00 78507537

Name: Meyer A. Gross  
Address Line 1: 292 Madison Avenue  
Address Line 2: 19th Floor  
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Meyer A. Gross
Signature:	/Meyer A. Gross/
Date:	07/17/2007

Total Attachments: 5  
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# TRADE MARK LICENCE AGREEMENT

BETWEEN

- (1) **THE GLENLIVET DISTILLERS LIMITED**, a company incorporated in England and Wales under the Companies Act (registered number 04238946) and having its registered office at Chivas House, 72 Chancellors Road, London, W6 9RS, United Kingdom (the "Licensor"); and
- (2) **CHIVAS BROTHERS LIMITED**, a company incorporated in Scotland under the Companies Act (registered number SC268758) and having its registered office at 111-113 Renfrew Road, Paisley, PA3 4DY, United Kingdom (the "Licensor")

WHEREAS

- (A) Glen Grant Whisky Company Limited, the predecessor-in-title to the present Licensor, agreed to grant to the Licensee an exclusive licence to use the Trade Marks appearing in the attached schedule, with effect from 14 March 2006, subject to the terms and conditions of this Agreement; and
- (B) Pursuant to a Deed of Assignment dated 14 March 2006, Glen Grant Whisky Company Limited transferred the Trade Marks appearing in the attached schedule, together with all rights and duties, to PR Newco 2 Limited (Company number 04238946) of Chivas House, 72 Chancellors Road, London, W6 9RS, United Kingdom who thus became the proprietor and licensor of the Mark.
- (C) Pursuant to Certificate on Incorporation of Change of Name dated 1 September 2006, PR Newco 2 Limited (Company Number 04238946) changed its name to The Glenlivet Distillers Limited.

NOW THEREFORE it is hereby agreed as follows:-

1. This Agreement shall continue in force from 14 March 2006 (the "Grant Date") and, unless terminated under the other terms of this Agreement, shall remain in force until 1 July 2029.
2. The licence granted by this Agreement is royalty-free.
3. This Agreement concerns all of the products in respect of which the Trade Marks under this agreement are registered.
- 4.1 Licensee shall comply with the reasonable standards of quality, design and presentation applied or approved by the Licensor from time to time which shall generally be of no lesser standard than those in operation by the Licensor at the Grant date.
- 4.2 Licensee shall supply to the Licensor, at the Licensor's reasonable request, representative samples of products and other materials, including marketing materials, and shall permit representatives of the Licensor to inspect its relevant operations during normal working hours on reasonable notice.
5. The Licensee may sub-licence its rights under this Agreement. The Licensee shall procure that its sub-licensees shall comply fully with the obligations set out in this Agreement as if they were a party to this Agreement and the Licensee shall be responsible to the Licensor for the acts and omissions of its sub-licensees as if they were those of the Licensee itself.

6. The Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if:

6.1 The Licensee commits any breach of this Agreement which is material and not capable of remedy , or which is capable of remedy but which is not remedied within 90 days of notice from the Licensor to do so; or

6.2 The Licensee becomes insolvent or ceases whether voluntarily or not to carry on business in the goods of permitted use; or

6.3 There is a change of control in the Licensee.

7. The licence shall continue in force for the remainder of its term in the event of an assignment of the Trade Marks by the Licensor and the Licensor undertakes to make this licence and the continuation of its terms known to and binding on its assignee and successors in the event of such an assignment.

8. This agreement shall be construed in accordance with the laws of Scotland and insofar as not already subject thereto, the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed

At PAISLEY, this 18 day of JUNE 2007.

For **THE GLENLIVET  
DISTILLERS LIMITED**

For **CHIVAS BROTHERS  
LIMITED**

X 

X Name: **JANE EGAN**  
X Position: **COMPANY SECRETARY**

X 

X Name: **JANE EGAN**  
X Position: **COMPANY SECRETARY**

**NOTARIAL CERTIFICATION**

**For Licensor**

I hereby certify that **THE GLENLIVET DISTILLERS LIMITED** is a juristic person duly organised under the laws of England and Wales and that the signature on the attached document is that of


JANE EGAN

(Name)

COMPANY SECRETARY

(Designation)

who is duly authorised to sign on behalf of the above-mentioned company.



Notary Public

**For Licensee**

I hereby certify that **CHIVAS BROTHERS LIMITED** is a juristic person duly organised under the laws of Scotland and that the signature on the attached document is that of

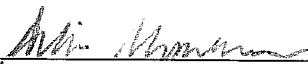
JANE EGAN

(Name)

COMPANY SECRETARY

(Designation)

who is duly authorised to sign on behalf of the above-mentioned company.



Notary Public

## SCHEDULE

Country	Trade Mark	Number
International (designating Australia, European Community, Japan)	THE GLENLIVET OFFICE PUTTING CHALLENGE	854094
International (designating European Community, Japan, USA)	THE GLENLIVET – THE SINGLE MALT THAT STARTED IT ALL	846262
International (designating European Community, USA)	BRAEVAL	856826
International (designating European Community, USA)	CAPERDONICH	856487
International (designating European Community, USA)	NADURRA	836865
South Africa	THE GLENLIVET OFFICE PUTTING CHALLENGE	2005/09821
Taiwan	THE GLENLIVET – THE SINGLE MALT THAT STARTED IT ALL	1187349
Taiwan	THE GLENLIVET OFFICE PUTTING CHALLENGE	1205696
United Kingdom	NADURRA	2371469
United Kingdom	THE GLENLIVET – THE SINGLE MALT THAT STARTED IT ALL	2378945
United Kingdom	THE GLENLIVET OFFICE PUTTING CHALLENGE	2390629
United States of America	CELLAR COLLECTION	78/895655
United States of America	THE GLENLIVET	78/507537