

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WM. TEACHER & SONS, LIMITED		02/01/2007	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	ALLIED DOMEQ SPIRITS & WINE LIMITED
Street Address:	72 Chancellors Road
Internal Address:	Chivas House
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	W6 9RS
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1602690	GLENDRONACH
Registration Number:	1615980	THE GLENDRONACH

CORRESPONDENCE DATA

Fax Number: (646)424-0880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6464240770
 Email: mag@scgb-law.com
 Correspondent Name: Meyer A. Gross
 Address Line 1: 292 Madison Avenue
 Address Line 2: 19th Floor
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	3242-000
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CH \$65.00 1602690

DOMESTIC REPRESENTATIVE

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:	01/23/2008

Total Attachments: 10
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DATE 1 February 2007 2006

WM. TEACHER & SONS, LIMITED

and



ALLIED DOMEQ SPIRITS & WINE\$ LIMITED

DEED OF REGISTERED TRADE MARK
ASSIGNMENT

Macfarlanes
10 Norwich Street
London EC4A 1BD

MAWW/588979/3122856.2
02 February 2007
Draft 1

TRADEMARK
REEL: 003702 FRAME: 0294

DEED OF REGISTERED TRADE MARK ASSIGNMENT

DATE 1 February 2007 2006

PARTIES

- 1 **WM. TEACHER & SONS, LIMITED**, a company registered in Scotland under the registered number SC012915, whose registered office is at Dalmore House, 310 St. Vincent Street, Glasgow G2 5RG, Scotland (“Assignor”).
- 2 **ALLIED DOMECQ SPIRITS & WINES LIMITED**, a company registered in England under the registered number 00703977, whose registered office is at Chivas House, 72 Chancellors Road, London W6 9RS, England (“Assignee”).

INTRODUCTION

- A Pernod Ricard acquired the entire issued share capital of Allied Domecq on 26 July 2005 and, in the context of such transaction, Pernod Ricard and Fortune Brands entered into the Framework Agreement.
- B Pursuant to the Framework Agreement, Pernod Ricard agreed to transfer certain assets and liabilities of the AD Group to Fortune Brands.
- C The Assignee has identified that the Trade Marks listed in Part 1 of the Schedule are Pernod Ricard assets which pursuant to Clause 4.4 of the Framework Agreement are to be transferred in order to vest them in the Assignee as Pernod Ricard’s nominee.
- D The Parties intend that the Trade Marks now be assigned by the Assignor to the Assignee.
- E The Assignor agrees to assign to the Assignee such right, title and interest in the Trade Marks as the Assignor has, and the Assignee agrees to such assignment, on the terms of this Deed.

AGREEMENT

- 1 **Definitions, interpretation and third party rights**
- 1.1 The Introduction and Schedule form part of this Deed and have the same force and effect as if set out in the body of this Deed. Any reference to this Deed includes the Introduction and Schedule.
- 1.2 In this Deed the following words and expressions shall have the following meanings:

Allied Domecq: Allied Domecq Limited (formerly Allied Domecq Plc), a company incorporated in England and Wales with number 03771147;

Fortune Brands: Fortune Brands, Inc., a corporation incorporated in the state of Delaware, whose principal place of business is at 300 Tower Parkway, Lincolnshire, Illinois IL 60069 (United States of America);

Framework Agreement: the framework agreement entered into by Pernod Ricard and Fortune Brands and dated 21 April, 2005 as amended and restated on 24 July, 2005;

the Parties: the parties to this Deed;

Pernod Ricard: Pernod Ricard S.A., a company incorporated in France, whose registered office is at 12, place des États-Units, 75783 Paris Cedex 16, France; and

The Trade Marks: the trade marks, details of which are set out in Part 1 of the Schedule.

- 1.3 In this Agreement (unless the context requires otherwise):
- 1.3.1 any gender includes a reference to the other genders;
 - 1.3.2 any reference to a “company” shall be construed so as to include any company, corporation or other body corporate, wherever and howsoever incorporated or established;
 - 1.3.3 any reference to a “person” includes a natural person, partnership, company, body corporate, association, organisation, government, state, foundation and trust (in each case whether or not having separate legal personality);
 - 1.3.4 any reference to the Introduction, a Clause or Schedule is to the introduction, a clause or schedule (as the case may be) of or to this Deed;
 - 1.3.5 any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Deed) at any time;
 - 1.3.6 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - 1.3.7 any reference to “in writing” or “written” shall (except where otherwise stated) not include in electronic form;

- 1.3.8 references to time of the day are (save where otherwise stated) to London time;
- 1.3.9 headings are for convenience only and do not affect the interpretation of this Deed;
- 1.3.10 a reference to any thing (including any right) includes a part of that thing but nothing in this Clause 1.3.11 implies that performance of part of an obligation constitutes performance of the obligation;
- 1.3.11 no provision of this Deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Deed or that provision;
- 1.3.12 any reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
- 1.3.13 the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.3.14 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
- 1.3.15 words in the singular shall include the plural and vice versa.
- 1.4 The Clause headings in this Deed are included for convenience only and do not affect the interpretation of this Deed.
- 1.5 The Parties acknowledge that certain provisions of this Deed are included to implement certain of the provisions of the Framework Agreement. In case of any inconsistency or conflict between the provisions of this Deed implementing the provisions of the Framework Agreement and the corresponding provisions of the Framework Agreement, the terms of the Framework Agreement shall prevail.
- 1.6 The terms of this Deed are without prejudice to the terms of the Framework Agreement as between the parties to that agreement.

2 **Consideration**

This assignment is in consideration of the sum set out in Part 2 of the Schedule which is now paid by the Assignee to the Assignor.

3 **Assignment**

3.1 On and from the date of this Deed (the “**Effective Date**”), the Assignor assigns to the Assignee such right, title and interest in the Trade Marks as the Assignor has 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.

3.2 The assignment in Clause 3.1 includes the 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).

3.3 The Parties agree to exclude any implied covenants as to title to the extent permitted by any relevant law and the Assignee waives all rights to bring any claim in relation to any implied covenants as to title.

4 **Recordal of assignment and further assurance**

4.1 The Assignee shall be entitled to apply to the registrar of trade marks of the relevant countries and take all other steps reasonably necessary to record the assignment of the Trade Marks in the register of trade marks of the relevant countries.

4.2 The Assignor shall execute any documents and do any things that the Assignee reasonably requests to give effect to the terms of this Deed and the recordal thereof in accordance with Clause 4.1, including providing any applicable records, files and papers related to the same that the Assignor holds.

4.3 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 trade mark offices of the relevant countries, providing to the Assignee on the date hereof appropriate authorisations to that effect (where required).

5 **Costs and expenses**

The legal and other costs and expenses in respect of the matter which is the subject of this Deed and any official fees or costs in relation to the recordal of this Deed shall be borne by the Assignee.

6 **General**

6.1 **Variation**

A variation of the terms of this Deed must be in writing and signed by the Parties.

6.2 Governing law and jurisdiction

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

6.3 Counterparts

6.3.1 This Deed may be executed in any number of counterparts.

6.3.2 All counterparts, taken together, constitute one Deed.

6.3.3 A party may execute this Deed by signing any counterpart.

6.4 Attorneys

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

Executed as a deed on the date set out at the head of this Deed.

**SCHEDULE
PART 1 - THE TRADE MARKS**

TMD	REGD OWNER	COUNTRY	TRADE MARK	CLASS ES	APP NO	APP DATE	REG NO	REG DATE	STATUS	NEXT REN	AGENT
3658	Wm. Teacher & Sons Limited	United States of America	GLENDRONACH	33	73/834389	26/10/1989	1602690	19/06/1990	REG	19/06/2010	Allied Domecq Spirits & Wine USA, Inc.
4111	Wm. Teacher & Sons Limited	Australia	GLENDRONACH 12 YEAR LABEL	33		00/00/0000	A279212	13/06/1974	REG	13/06/2009	Spruson & Ferguson
4058	Wm. Teacher & Sons Limited	New Zealand	GLENDRONACH 12 YEAR LABEL	33		00/00/0000	108581	11/06/1974	REG	11/06/2009	A. J. Park & Son
3920	Wm. Teacher & Sons Limited	Hong Kong	GLENDRONACH LABEL	33		00/00/0000	B1015/1976	14/06/1974	REG	14/06/2009	Hastings & Company
3507	Wm. Teacher & Sons Limited	Papua New Guinea	GLENDRONACH LABEL	33	52058	17/10/1980	A52058	17/10/1980	REG	17/10/2010	Spruson & Ferguson
3659	Wm. Teacher & Sons Limited	United States of America	GLENDRONACH LABEL	33	73/834016	26/10/1989	1615980	02/10/1990	REG	02/10/2010	Allied Domecq Spirits & Wine USA, Inc.
4146	Wm. Teacher & Sons Limited	Benelux	J.T. TACHINO	33	705573	20/11/1987	436838	20/11/1987	REG	20/11/2007	Novagraaf BV
4029	Wm. Teacher & Sons Limited	Malta	J.T. TACHINO	33	18101	24/11/1987	18101	24/11/1987	REG	24/11/2011	Salomone, Sansone & Co
3516	Wm. Teacher & Sons Limited	Paraguay	J.T. TACHINO	33		00/00/0000	128105	12/05/1988	REG	12/05/2008	Berkemeyer
4193	Wm. Teacher & Sons Limited	Chile	J.T. TACHINO LOGO	33	402011	07/01/1998	507168	16/03/1998	REG	16/03/2008	Sargent & Krahn
3571	Wm. Teacher & Sons Limited	South Africa	J.T. TACHINO LOGO	33	87/9381	17/11/1987	87/9381	17/11/1987	REG	17/11/2007	Spoor & Fisher Jersey
3677	Wm. Teacher & Sons Limited	Venezuela	J.T. TACHINO LOGO	33	18222-87	04/12/1987	145323	20/01/1992	REG	20/01/2007	Bolet & Terrero
4103	Wm. Teacher & Sons Limited	Argentina	TACHINO	33	1627669	25/11/1987	1731521	19/04/1999	REG	19/04/2009	Marval, O'Farrell & Mairal
4145	Wm. Teacher & Sons Limited	Benelux	TACHINO	33	705572	20/11/1987	436837	20/11/1987	REG	20/11/2007	Novagraaf BV
4192	Wm. Teacher & Sons Limited	Chile	TACHINO	33	402.01	07/01/1998	507167	16/03/1998	REG	16/03/2008	Sargent & Krahn
4030	Wm. Teacher & Sons Limited	Malta	TACHINO	33	18141	09/12/1987	18141	09/12/1987	REG	09/12/2011	Salomone, Sansone & Co
3515	Wm. Teacher & Sons Limited	Paraguay	TACHINO	33		00/00/0000	211269	12/05/1988	REG	12/05/2008	Berkemeyer
3570	Wm. Teacher & Sons Limited	South Africa	TACHINO	33	87/9382	17/11/1987	87/9382	17/11/1987	REG	17/11/2007	Spoor & Fisher Jersey

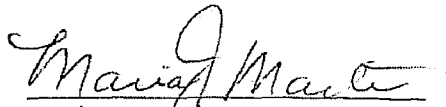
TMD	REGD OWNER	COUNTRY	TRADE MARK	CLASS ES	APP NO.	APPN DATE	REG NO	REG DATE	STATUS	NEXT REN	AGENT
3676	Wm. Teacher & Sons, Limited	Venezuela	TACHINO	33	18213-87	04/12/1987	145318	20/01/1992	REG	20/01/2007	Bolet & Terrero
4137	Wm. Teacher & Sons, Limited	Benelux	THE GLENDRONACH	33		07/12/1971	85783	07/12/1971	REG	07/12/2012	Novagraaf BV


06.10.2006/MAW/W/3122856.2

PART 2 - THE CONSIDERATION

[The consideration for the assignment of the Trade Marks shall be the aggregate sum of €1 (one Euro), a nominal consideration, pursuant to Clause 4.4.1 of the Framework Agreement.]

SIGNED AS A DEED on behalf of
WM. TEACHER & SONS, LIMITED
acting by Power of Attorney

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) 
) Maria J. Martin

SIGNED AS A DEED on behalf of
ALLIED DOMECQ SPIRITS & WINES
LIMITED acting by 

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