

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whyte and Mackay Limited		10/01/2007	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Bank of Scotland plc		
Street Address:	The Mound		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	20005-1209		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0713269	DALMORE	
Registration Number:	1658463	THE DALMORE	
Registration Number:	1920061	JOHN BARR JOHN BARR & COMPANY	
Registration Number:	2040242	ISLE OF JURA	
Registration Number:	3064066	ISLE OF JURA SUPERSTITION	
CORRESPONDENCE DATA			
Fax Number:	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	033091-181116		

OP \$140.00 0713269

DOMESTIC REPRESENTATIVE

Name: Amy E. Carroll
Address Line 1: 1500 K Street, N.W.
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	03/26/2008

Total Attachments: 28

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EXECUTION VERSION

SECURITY AGREEMENT

DATED 1 OCTOBER 2007

BETWEEN

WHYTE AND MACKAY LIMITED

as Chargor

- and -

BANK OF SCOTLAND PLC
as Security Agent

CERTIFIED A TRUE COPY
ALLEN & OVERY LLP
40 Bank Street
Canary Wharf
London E14 5NR

8/1/2008

ALLEN & OVERY

Allen & Overy LLP

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TRADEMARK

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THIS DEED is dated 1 October 2007 and is made **BETWEEN**:

- (1) **WHYTE AND MACKAY LIMITED** (the **Chargor**);
- (2) **BANK OF SCOTLAND PLC** (the **Security Agent**) for itself and as agent and trustee for the benefit of the Finance Parties (as defined in the Credit Agreement defined below).

BACKGROUND:

- (A) The **Chargor** enters into this Deed in connection with the **Credit Agreement** (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Credit Agreement means the £355,000,000 credit agreement dated on or about the date of this Deed between (among others) the Company and the Security Agent.

Intellectual Property Rights means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not.

Material Intellectual Property Rights means the **Intellectual Property Rights** listed in Schedule 1 and any other **Intellectual Property Rights** that are charged by the **Chargor** in favour of the **Security Agent** in accordance with Clause 13.2.

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each **Obligor** to any **Finance Party** under each **Finance Document**.

Security Assets means the **Material Intellectual Property Rights** that are the subject of security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Supplemental Agreement has the meaning given to it in Clause 13.2 of this Agreement.

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of Clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Credit Agreement will be construed as references to this Deed.
- (c)
 - (i) The term **Finance Document** includes all amendments and supplements including supplements providing for further advances; and
 - (i) the term **this Security** means any security created by this Deed.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over the Material Intellectual Property Rights of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) the Chargor must notify the Security Agent promptly;
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and

(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.

(c) The Security Agent holds the benefit of this Deed for itself and on trust for the Finance Parties.

2.2 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of all of its Material Intellectual Property Rights specified in Schedule 1 (Security Assets).

3. REPRESENTATIONS AND WARRANTIES - GENERAL

3.1 Nature of security

Subject to Legal Reservations, the Chargor represents and warrants to each Finance Party that this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise.

3.2 Times for making representations and warranties

(a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.

4. RESTRICTIONS ON DEALINGS

The Chargor may not:

(a) create or permit to subsist any Security Interest or other third party rights or interests on or over any Security Asset; or

(b) sell, transfer, licence, lease, part with possession or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement.

5. INTELLECTUAL PROPERTY

5.1 Representations

The Chargor represents to each Finance Party that:

(a) it is the sole legal and beneficial owner of or has licensed on normal commercial terms all of its Material Intellectual Property Rights and in particular is the sole legal and beneficial owner of the Material Intellectual Property Rights in Schedule 1 against which it is recorded as the owner;

(b) the Material Intellectual Property Rights are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties;

(c) so far as it is aware, no Material Intellectual Property Right owned by or licensed to it is being infringed, nor has it received any written notice within the last twelve months of any threatened infringement of any such Material Intellectual Property Right;

- (d) so far as it is aware, it does not, in carrying on its business, infringe any intellectual property rights of any third party in any respect which has or is reasonably likely to have Material Adverse Effect, nor has it received any written notice of any claims of infringement of any such rights or interests from any third party at any time within the last twelve months; and
- (e) all renewal fees have been paid in respect of Material Intellectual Property Rights.

5.2 Preservation

- (a) The Chargor shall during the Security Period:
 - (i) pay such renewal, registration or similar fees as may be necessary to keep its Material Intellectual Property Rights in force;
 - (ii) take all other steps which are necessary to safeguard, maintain and preserve its interests in the Material Intellectual Property Rights including without limitation observing and performing all contractual obligations and stipulations relating to such Material Intellectual Property Rights;
 - (iii) when necessary to protect the interest of the Security Agent, update the relevant registers to ensure that the owner of each Material Intellectual Property Right is correctly reflected therein;
 - (iv) if reasonably requested to do so by the Security Agent, at its costs, within 30 days of such request, submit an application to enter on any public register of its Material Intellectual Property Rights, such particulars of the transactions effected by this Deed (including, without limitation, this Deed and any restrictions on disposal imposed by this Deed) as are required to ensure the validity and effectiveness of the Security Interests created by this Deed in accordance with its terms; and
 - (v) take such steps as are reasonably necessary, at its own cost and expense, to prevent third parties infringing its Material Intellectual Property Rights (including, where it considers necessary, the institution of legal proceedings).

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Event of Default

This Security will become immediately enforceable if an Event of Default has occurred and is outstanding.

6.2 Discretion

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

6.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

7. ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

7.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

7.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

7.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses reasonably incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (i) this Security has become enforceable; or
 - (ii) the Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing, under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

8.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

8.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) No Finance Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
- (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

9.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

9.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

9.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

9.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

9.6 Sale of assets

- (a) A Receiver may sell, exchange, license, lease or otherwise dispose of, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

9.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

9.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

9.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

9.10 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

9.11 Delegation

A Receiver may delegate his powers in accordance with this Deed.

9.12 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

9.13 Protection of assets

A Receiver may:

- (a) effect any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) apply for and maintain any authorisation, consent, registration or permission; and
- (c) take other steps or actions to protect or improve any Security Asset;

in each case as he thinks fit.

9.14 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

10. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Finance Party to recover any shortfall from the Chargor.

11. EXPENSES AND INDEMNITY

The Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) properly incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

12. DELEGATION

12.1 Power of Attorney

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

12.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

12.3 Liability

Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate, except for any loss or liability arising from the gross negligence or wilful default of such delegate or sub-delegate.

13. FURTHER ASSURANCES

13.1 Further Actions

Save as provided for in Clause 5.2(a)(iv), the Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require (acting reasonably) for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset after this Security has become enforceable, or the exercise of any right, power or discretion exercisable, by the

Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
 - (ii) the giving of any notice, order or direction and the making of any registration,
- which, in any such case, the Security Agent may think necessary (acting reasonably).

13.2 Future Material Intellectual Property Rights

- (a) Within 30 days of the end of each Financial Year, the Chargor shall review net sales on a per annum and per jurisdiction basis of each of the Intellectual Property Rights which are being used, or which are owned, by the Chargor.
- (b) If any such Intellectual Property Rights (which are not specified in Schedule 1) generate net sales value of £100,000 or more (or its equivalent in other currencies) per annum in any one jurisdiction, the Chargor shall, not later than 60 days after the end of each Financial Year and at its own expense, secure by way of a first fixed charge all such Intellectual Property Rights in favour of the Security Agent by execution of a supplemental agreement in the form provided for in Schedule 2 (a Supplemental Agreement).

14. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take (but has not taken) under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

15. MISCELLANEOUS

15.1 Covenant to pay

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

15.2 Tacking

Each Lender must perform its obligations under the Credit Agreement (including any obligation to make available further advances).

15.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Finance Party may open a new account with the Chargor.
- (b) If the Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.

- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

15.4 Time deposits

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Finance Party within the Security Period when:

- (a) this Security has become enforceable, and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate.

15.5 Notice of assignment

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any other member of the Group and contained in any other Security Document.

16. RELEASE

At the end of the Security Period, the Finance Parties must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

17. GOVERNING LAW

This Deed is governed by English law.

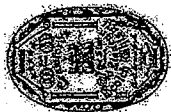


This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1



SECURITY ASSETS


MATERIAL INTELLECTUAL PROPERTY RIGHTS




Mark	Proprietor	Country	Class(es)	Status	Issuing Date	Renewal Date	App. No.	Reg. No.	File No.
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/10/1890	30/10/2012	151505	151505	TCL133-
	NO REGISTRATION PERMITTED IN EMIRATES	Northern Emirates	NO REGISTRATION						
CLAYMORE	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	12/08/1988	12/08/2015		1354635	T33293-
CRAWFORD'S	Guinness United Distillers & Vintners B.V.	United Kingdom	33	REGISTERED	20/05/1946	20/05/2015	647943	647943	T33385-
	Guinness United Distillers & Vintners B.V.	United Kingdom	33	REGISTERED	04/04/1991	04/04/2008	1460224	1460224	T33387-

Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
CRAWFORD'S 5 STAR	Guinness United Distillers & Vintners B.V.	United Kingdom	33	REGISTERED	31/10/1994	31/10/2014	1460225	1460225	T33131-
	Guinness United Distillers & Vintners B.V.	United Kingdom	33	REGISTERED	24/06/1930	24/06/2010	513949	513949	T33386-
	Kynal Spirits Limited (former name of W & M)	Community	25 33 35	REGISTERED	14/03/2001	14/03/2011	002141356	002141356	TDAI06-
	Kynal Spirits Limited	United States	33	REGISTERED	05/07/1960	28/03/2011	72/100274	0713269	TDAI07-
	JBB (Greater Europe) PLC (former name of W & M)	Canada	(33)	REGISTERED		07/01/2022	042831	008161	TDAI14-
DALMORE	Kynal Spirits Limited	France	33	REGISTERED	31/07/1968	10/07/2008		1476948	TDAI17-
	JBB (Greater Europe) PLC	Taiwan	17 (33)	REGISTERED		15/06/2014		645399	TDAI25-
	Kynal Spirits Limited	France	33	REGISTERED	23/08/1968	29/03/2008		1458280	T39435A

Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	03/03/1994	03/03/2011	1564006	1564006	T33471-
	Kyndal Spirits Limited	United States	33	REGISTERED	02/05/1990	24/09/2011	74/054909	1658463	T32889A
	Kyndal Spirits Limited	Community	16 33 35	REGISTERED	07/10/2002	07/10/2012	002887339	002887339	T32688A
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	22/05/1987	22/05/2008	1311128	1311128	T33200-
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	08/03/1973	03/03/2008	1007510	1007510	TDB100-
	JBB (Greater Europe) PLC	Canada	(33)	REGISTERED	17/04/1996	18/03/2012	810177	472962	TDB102-
	Kyndal Spirits Limited	France	33	REGISTERED	27/02/1979	23/02/2009		1516357	TDB119-
	Whyte and Mackay Limited	China	33	REGISTERED		19/09/2016		263410	TDB124-

Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Whyte and Mackay Limited	Australia	33	REGISTERED	14/01/1952	14/01/2008	0108689	0108689	T04164A
GLAYVA	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/12/1982	30/12/2013	1187774	1187774	TOP100-
	Whyte and Mackay Limited	Australia	33	REGISTERED	08/10/1985	08/10/2016	434378	434378	TOP101-
	Kyndal Spirits Limited	Canada	(33)	REGISTERED	28/01/1983	17/02/2014	497983	287937	TOP104-
	IBB (Greater Europe) Plc	New Zealand	33	REGISTERED	18/09/1985	18/09/2016	161066	161066	TOP110-
	Application made for CFM	Denmark							
GLENFOYLE	IBB (Greater Europe) PLC	Norway	33	REGISTERED	22/11/1974	24/07/2015	0094472	0094472	T04103B
									
ISLE OF JURA	Kyndal Spirits Limited	France	33	REGISTERED	05/02/1975		185340	1310489	T38665-
	Kyndal Spirits Limited	United States	33	REGISTERED	02/02/1996	25/02/2017	75052421	2040242	T01135-
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	21/07/1972	21/07/2017	995554	995554	T01100-
	Kyndal Spirits Limited	Germany	33	REGISTERED	02/01/1975	01/02/2015	943325	943325	T01106-

Mark	Prominor	Country	Class(es)	Status	Filing Date	Renewal Date	App No	Reg No	File No
	Kyndal Spirits Limited	Community	33	REGISTERED	13/03/2001	13/03/2011	002141299	002141299	T01137-
	JBB (Greater Europe) Plc	Italy	33	REGISTERED	07/03/1995	18/02/2015	95002285	724475	T01109-
	application made for national registration	Russia	NO REGISTRATION						
ISLE OF JURA SUPERSTITITION	Kyndal Spirits Limited	United States	33	REGISTERED	31/10/2002	28/02/2011	76465309	3064066	T32687B
	Kyndal Spirits Limited	Community	16 33 35	REGISTERED	27/09/2002	27/09/2012	002875664	002875664	T32687A
	Whyte and Mackay Limited	Ecuador	33	PENDING	13/10/2006		176589		T32679.EC.01
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	26/05/1982	26/05/2013	1175679	1175679	T32679-
	Kyndal Spirits Limited	Community	33	REGISTERED	13/03/2001	13/03/2011	002141430	002141430	T32679F
	JBB (Greater Europe) Limited	Ecuador	33	REGISTERED	27/01/1995	15/07/2016	53888	269-96	T32653C
JURA	Whyte and Mackay Limited	United States	33	REGISTERED	22/02/1994	19/09/2015	74492766	1920061	T32653D
	JBB (Greater Europe) PLC	Italy	33	REGISTERED	27/04/1989	27/04/2009	8920258	889201	T06601A
	Whyte and Mackay Limited	Community	33	REGISTERED	06/05/2005	06/05/2015	004428058	EMT004428058	T06601B
OLD MULL	JBB (Greater Europe) PLC	South Africa	33	REGISTERED	06/03/1991	06/03/2011		9171527	T32885H

Mark	Proprietor	Country	Classes	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	JBB (Greater Europe) PLC	South Africa	33	REGISTERED	29/04/1992	29/04/2012		92/3561	T33457A
RARE & PRESTIGE	Covered by Whyte and Mackay word	United Kingdom	NO REGISTRATION						
STEWART'S	Kyndal Spirits Limited	Community	32-33	REGISTERED	18/09/2003	18/09/2013	003358322	003358322	T35174-
	Kyndal Spirits Limited	Sweden	33	REGISTERED	18/01/1983	30/09/2013	8300293	188391	T32681B
	Kyndal Spirits Limited	Sweden	33	REGISTERED		14/01/2014		254446	T32681F
USQUAEBACH	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	21/10/1963	21/10/2008	855542	855542	T33449A
	Whyte and Mackay Limited	Community	32-33	PENDING	27/02/2007		005718481		T46925.EM.01

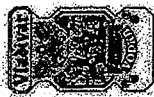
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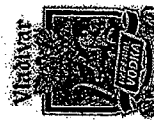
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VALV	Whyte & Mackay Limited	Community	32, 33	REGISTERED	27/10/2003	27/10/2013	003453065	003453065	T34029A
	Whyte and Mackay Limited	Community	33	OPPOSED	17/02/2005		004295556		T39713-
	Kyndal Spirits Limited	Community	33	REGISTERED	17/03/2003	17/03/2013	003098696	003098696	T33783-
VLADIVAR	Whyte and Mackay Limited	Community	33	REGISTERED	17/02/2005	17/02/2015	004295564	004295564	T39714-
	Whyte and Mackay Limited	Community	33	REGISTERED	17/03/2003	17/03/2013	003098696	003098696	T33783-
	Whyte and Mackay Limited	Community	33	REGISTERED	17/02/2005	17/02/2015	004295564	004295564	T39714-
VLADIVAR	Whyte and Mackay Limited	United Kingdom	34	REGISTERED	21/03/1979	21/03/2010	1111449	1111449	TVL100-
	Whyte and Mackay Limited	United Kingdom	35	REGISTERED	16/05/1961	16/05/2016	820861	820861	TVL101-
	Kyndal Spirits Limited	Community	25, 33, 35	REGISTERED	03/04/2001	03/04/2011	002168367	002168367	TVL102-




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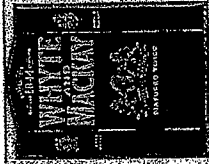
Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
VLADIVAR ICE	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	29/11/2002	29/11/2012	2317164	2317164	T32832-



Whyte and Mackay Limited	United Kingdom	33	REGISTERED	20/07/1979	20/07/2010	1117918	1117918	1117918	T33235-
Whyte and Mackay Limited	United Kingdom	33	REGISTERED	21/03/1979	21/03/2010	1111450	1111450	1111450	T33236-
Whyte and Mackay Limited	United Kingdom	33	REGISTERED	09/10/1987	09/10/2008	1323789	1323789	1323789	T33438-
WHYTE & MACKAY	Canada	(33)	INSIR TO LAPSE	16/04/1991	09/10/2007	679800	679800	403570	TWM107-
	Iraq	33	REGISTERED		22/03/2015			31853	TWM118-






Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
  	Kynical Spirits Limited	Community	25 33 35	REGISTERED	14/03/2001	14/03/2011	002141026	002141026	TWM140-
	Whyte and Maekay Limited	China	33	REGISTERED		19/09/2016		263390	TWM144-
	Whyte and Maekay Limited	China	33	REGISTERED		21/03/2017		965786	TWM143-
	Whyte and Maekay Limited	United Kingdom	33	REGISTERED	13/11/1991	13/11/2008	1482559	1482559	T33439-
	Whyte and Maekay Limited	United Kingdom	33	REGISTERED	04/01/1908	04/01/2016	299287	299287	T33475-
	Whyte and Maekay Limited	United Kingdom	33	INSTR TO LAPSE	17/12/1997	17/12/2007	2154748	2154748	T0Q100-
	Kynical Spirits Limited	Portugal	33	INSTR TO LAPSE		17/12/2012	686416	686416	T0Q138-
	Kynical Spirits Limited	International	35	INSTR TO LAPSE	17/12/1997	17/12/2007	686416	686416	T0Q151-
	Kynical Spirits Limited	France	33	INSTR TO LAPSE			686416	686416	T0Q154-
	Kynical Spirits Limited	Germany	33	INSTR TO LAPSE			686416	686416	T0Q155-

Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Kyndal Spirits Limited	Canada	(33)	REGISTERED	12/12/1997	07/10/2014	863962	517684	T0Q110-
	JBK (Greater Europe) PLC	Canada	(33)	REGISTERED	17/04/1991	24/12/2008	680061	421372	T32642M
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	22/05/2003	22/05/2013	2333023	2333023	T33639-
	Kyndal Spirits Limited	Community	33	REGISTERED	18/09/2003	18/09/2013	003359395	003359395	T33639B
	Kyndal Spirits Limited	Portugal	33	INSUR TO LAPSE		17/12/2007	686408	686408	T0U117-
	Kyndal Spirits Limited	International	33	INSUR TO LAPSE	17/12/1997	17/12/2007	686408	686408	T0U121-
	Whyte and Mackay Limited	United Kingdom	33	INSUR TO LAPSE	17/12/1997	17/12/2007		2154751	T0U100-
	JBK (Greater Europe) PLC	Canada	(33)	REGISTERED	12/12/1997	07/10/2014	863961	517683	T0U139-

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Mark	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	17/01/2006	17/01/2016	2411263	TM2411263	T44078-
	Whyte and Mackay Limited	Community	32 33	REGISTERED	16/01/2006	16/01/2016	004838967	EMT004838967	T44078A
WHYTE & MACKAYS	Kyndal Spirits Limited	France	33	REGISTERED	18/05/1965	15/07/2010		1602562	T33129J
WHYTE AND MACKAY	Whyte and Mackay Limited	China	33	PENDING	13/10/2006				TWM147.CN.0
	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	22/05/2003	22/05/2013	2333023	2333023	T33639
	Whyte and Mackay Limited	Community	33	REGISTERED	18/09/2003	18/09/2013	3359395	3359395	T33639B

SCHEDULE 2

FORM OF SUPPLEMENTAL AGREEMENT

To: BANK OF SCOTLAND PLC as Security Agent

From: WHYTE & MACKAY LIMITED as Chargor

Date: []

Security Agreement dated [], 2007 (the Agreement)

We refer to the Agreement. This is a Supplemental Agreement.

Terms defined in the Agreement have the same meaning in this Supplemental Agreement.

The Chargor confirms that the Intellectual Property Rights specified in the Appendix to this Supplemental Agreement (the Additional Intellectual Property Rights) are being used or owned by the Chargor and in the Financial Year ending [●] generated net sales value of £100,000 or more (or its equivalent in other currencies) per annum in any one jurisdiction.

Pursuant to its obligations under Clause 13.2 of the Agreement, the Chargor charges by way of a first fixed charge, all of its rights in respect of the Additional Intellectual Property Rights.

On and from the date hereof any references to Material Intellectual Property Rights in the Agreement shall be construed as including references to the Additional Intellectual Property Rights and all rights and obligations with respect to Material Intellectual Property Rights under the Agreement shall also apply to the Additional Intellectual Property Rights.

The Chargor confirms and represents that the representations in Clause 5.1 of the Agreement are correct and true as on date of this Supplemental Agreement with respect to Additional Intellectual Property Rights.

This Supplemental Agreement is intended to take effect as a deed.

This Supplemental Agreement is governed by English law.

Chargor

EXECUTED AS A DEED by)
WHYTE & MACKAY LIMITED)
acting by)

Director

APPENDIX

SIGNATORIES

Chargor

EXECUTED AS A DEED BY
WENTIE AND MACKAY LIMITED
acting by

P.A. [Signature]

Jr. Hanlon

Director

Security Agent

BANK OF SCOTLAND PLC

By

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
WHYTE AND MACKAY LIMITED)
acting by)

Director

Security Agent

BANK OF SCOTLAND PLC

By: *Michael West*
MICHAEL WEST