

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sailor Jerry Holdings, Inc.		05/12/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	William Grant & Sons Limited
<b>Street Address:</b>	The Glenfiddich Distillery
<b>City:</b>	Dufftown, Banffshire
<b>State/Country:</b>	UNITED KINGDOM
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2671519	SAILOR JERRY
Registration Number:	2429311	SAILOR JERRY
Registration Number:	2562207	"SAILOR JERRY"
Registration Number:	2640071	"SAILOR JERRY"
Registration Number:	2640070	"SAILOR JERRY"
Serial Number:	77468396	SAILOR JERRY
Serial Number:	77468493	SAILOR JERRY
Serial Number:	77469461	SAILOR JERRY
Serial Number:	77469480	SAILOR JERRY
Serial Number:	77470011	SAILOR 1911 1973 JERRY
Serial Number:	77469496	
Serial Number:	77470028	DEATH OR GLORY
Serial Number:	77468451	STEWED SCREWED AND TATTOOED SAILOR JERRY
Serial Number:	77468519	
Serial Number:	77468545	SAILOR JERRY

OP \$415.00 2671519

Serial Number:

77469551

SAILOR JERRY

**CORRESPONDENCE DATA**

Fax Number: (202)955-5564

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2024192407

Email: elizabeth.vary@hklaw.com

Correspondent Name: Elizabeth F. Vary, Holland & Knight LLP

Address Line 1: 2099 Pennsylvania Avenue, NW

Address Line 2: Suite 100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

**DOMESTIC REPRESENTATIVE**

Name: Paul F. Kilmer

Address Line 1: 2099 Pennsylvania Avenue, N.W.

Address Line 2: Suite 100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

**NAME OF SUBMITTER:**

Elizabeth F. Vary

**Signature:**

/elizabeth f. vary/

**Date:**

06/06/2008

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT** is by and between Sailor Jerry Holdings, Inc., a Delaware, United States of America, corporation (hereinafter "Assignor") and William Grant & Sons Limited, a limited liability company of the United Kingdom (hereinafter "Assignee").

**WHEREAS**, Assignor is owner of all right, title and interest in and to the trademarks and service marks set forth in Schedule A hereto (hereinafter "Marks"), along with the trademark and service mark registrations and applications in the United States, the United Kingdom and the European Union (CTM/OHIM) noted in said Schedule A (hereinafter collectively "Registrations and Applications"); and

**WHEREAS**, pursuant to an Asset Purchase Agreement dated as of May 12, 2008 by and among Assignor, Sailor Jerry Limited ("SJL"), Gyro Advertising, Inc. ("Gyro"), F\*\*k Hollywood Productions, LLC ("FHP"), and Steven A. Grasse ("SAG") (the "Asset Purchase Agreement") and a related Assignment of Rights of even date among the same parties, Assignor acquired all right, title and interest in and to the documentary film currently entitled "Hori Smoku Sailor Jerry" on the subject of the life of Norman Keith Collins a/k/a Sailor Jerry (the "Documentary") and other audio and visual material and content created in connection with the Documentary for possible inclusion therein or other use (collectively the "Additional Content"), including the copyright and all other intellectual property rights relating to the Documentary and the Additional Content (the "Documentary Rights");

**WHEREAS**, pursuant to the Asset Purchase Agreement and the related Assignment of Copyright of even date among Assignor, SJL, Gyro, FHP and SAG, Assignor acquired all copyrights belonging to SJL, including the copyrights in the works identified on Schedule B attached hereto (collectively, the "SJL copyrights") and all copyrights belonging to Gyro in works of authorship used in Gyro's and SJL's business under the brand SAILOR JERRY or business making use of the tattoo flash artwork of Norman Keith Collins, including the copyrights in the works identified on Schedule C attached hereto (collectively, the "Gyro Copyrights");

**WHEREAS**, Assignee desires to acquire by assignment all right, title and interest in and to the Marks, along with the good will of the business of Assignor associated therewith and symbolized thereby, the Registrations and Applications, the Documentary Rights, the SJL Copyrights and the Gyro Copyrights;

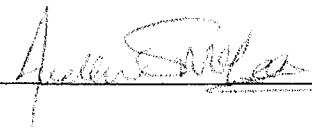
**NOW THEREFORE**, for the sum and value of \$29,417,575.81 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee, without reservation:

- (a) all Assignor's right, title and interest in and to the Marks and the Registrations and Applications, along with the good will of the business of Assignor associated therewith and symbolized thereby, including the right to bring actions and to recover for any past infringements of the Marks;
- (b) all Assignor's right, title and interest in and to the copyright in the Documentary, the Additional Content, and all works of authorship created in connection with the production and marketing of the Documentary and Additional Content;
- (c) all trademarks and service marks (including all goodwill associated therewith), trade secrets, rights of publicity and rights of privacy owned or held by Assignor for use in connection with the Documentary and the Additional Content;
- (d) all Assignor's rights under, and interest in, all permits, licenses, sublicenses and other agreements or permissions under which Assignor is a licensee or otherwise authorized to use any intellectual property in connection with the Documentary or the Additional Content, including licenses and releases relating to copyrights, trademarks, rights of publicity, and rights of privacy;
- (e) all Assignor's rights, claims and causes of action against third parties relating to the Documentary, the Additional Content, and the Documentary Rights;
- (f) all Assignor's right, title and interest in and to the SJL Copyrights, including copyright in those works identified on Schedule B;
- (g) all Assignor's right, title and interest in and to the Gyro Copyrights, including copyright in those works identified on Schedule C;
- (h) all Assignor's right to bring actions and to recover for any past infringements of the intellectual property assigned by this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be duly executed and delivered as of May 12, 2008.

**ASSIGNOR:**

**Sailor Jerry Holdings, Inc., a Delaware Corporation**

Signature: 

Printed Name: ANDREW MORGAN

Title: DIRECTOR

Date: 12 MAY 2008

**ASSIGNEE:**

**William Grant & Sons Limited**

Signature: 

Printed Name: JAMES DONAGHY

Title: DIRECTOR

Date: 12 MAY 2008

# 5327508\_v1

**SCHEDULE A**

**The "Marks," the "Registrations" and the "Applications"**

**Trademark registrations issued by the U.S. Patent and Trademark Office:**

Reg. No. 2671519

Reg. No. 2429311

Reg. No. 2562207

Reg. No. 2640071

Reg. No. 2640070

**Trademark registrations issued by the United Kingdom Intellectual Property Office:**

Reg. No. 2319869

Reg. No. 2319867

Reg. No. 2319868

**Trademark Applications filed in the Office for Harmonization in the Internal Market:**



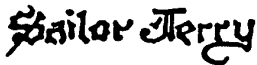


Application No. 006600571




# 5337494\_v1

**SCHEDULE A**


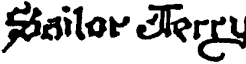
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**U.S. PENDING TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>CLASS</b>	<b>GOODS/SERVICES</b>	<b>OWNER</b>
U.S. TM Application No. 77/468,396  	25	Clothing	Sailor Jerry Limited
U.S. TM Application No. 77/468,493  	33	Alcoholic beverages, namely rum	Sailor Jerry Limited
U.S. TM Application No. 77/469,461  	25	Clothing	Sailor Jerry Limited
U.S. TM Application No. 77/469,480  	25	Clothing	Sailor Jerry Limited
U.S. TM Application No. 77/470,011  	25	Clothing	Sailor Jerry Limited

MARK	CLASS	GOODS/SERVICES	OWNER
U.S. TM Application No. 77/469,496  	33	Alcoholic beverages, namely rum	Sailor Jerry Limited
U.S. TM Application No. 77/470,028  <b>DEATH OR GLORY</b>	25	Clothing	Sailor Jerry Limited
U.S. TM Application No. 77/468,451  	25	Clothing	Sailor Jerry Limited
U.S. TM Application No. 77/468,519  	33	Alcoholic beverages, namely rum	Sailor Jerry Limited



MARK	CLASS	GOODS/SERVICES	OWNER
U.S. TM Application No. 77/468,545  	33	Alcoholic beverages, namely rum	Sailor Jerry Limited
U.S. TM Application No. 77/469,551  	41	On-line journals, namely, blogs featuring music, entertainment, and pop culture; providing information in the field of music, entertainment and popular culture	Sailor Jerry Limited

**The continuation of Schedule A and Schedules B and C are not included in this extract.**