

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Domecq International Holdings BV		07/30/2008	CORPORATION: NETHERLANDS

RECEIVING PARTY DATA

Name:	Spirits International B.V.
Street Address:	1A, rue Thomas Edison
City:	Strassen
State/Country:	LUXEMBOURG
Postal Code:	L-1445
Entity Type:	private limited liability company: NETHERLANDS

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	76367327	STOLICHNAYA
Registration Number:	0865462	STOLICHNAYA
Registration Number:	1291454	STOLICHNAYA
Registration Number:	1852552	STOLICHNAYA RUSSIAN VODKA
Registration Number:	2317475	STOLICHNAYA
Registration Number:	2936005	STOLICHNAYA CITROS
Registration Number:	2984881	STOLICHNAYA CRANBERI
Registration Number:	2455605	STOLICHNAYA GOLD
Registration Number:	2155523	STOLICHNAYA KAFYA
Registration Number:	1988911	STOLICHNAYA OHRANJ
Registration Number:	2202991	STOLICHNAYA STRASBERI
Registration Number:	2857139	STOLICHNAYA VANIL
Registration Number:	2509874	STOLICHNAYA ZINAMON
		STOLICHNAYA STOLI BLUEBERI BLUEBERRY FLAVORED

TRADEMARK

Registration Number:	3341339	RUSSIAN VODKA
Registration Number:	3331722	STOLICHNAYA STOLI BLUEBERI BLUEBERRY FLAVORED RUSSIAN VODKA
Registration Number:	3236314	STOLICHNAYA STOLI CRANBERI CRANBERRY FLAVORED RUSSIAN VODKA
Registration Number:	3236313	STOLICHNAYA STOLI CRANBERI CRANBERRY FLAVORED RUSSIAN VODKA
Registration Number:	2509871	STOLICHNAYA STOLI KAFYA
Registration Number:	2339689	STOLICHNAYA STOLI PERSIK
Registration Number:	2204355	STOLICHNAYA STOLI RAZBERI
Registration Number:	2552858	STOLICHNAYA STOLI STRASBERI
Registration Number:	2898451	STOLICHNAYA STOLI VANIL
Registration Number:	2509873	STOLICHNAYA STOLI ZINAMON
Registration Number:	1244735	STOLI
Serial Number:	77296216	STOLI BLAKBERI
Registration Number:	3110644	STOLI BLUEBERI
Registration Number:	3110643	STOLI BLUEBERI
Registration Number:	2915969	STOLI CRANBERI
Registration Number:	2509872	STOLI KAFYA
Serial Number:	77296278	STOLI KARAMEL
Registration Number:	3076475	STOLI OHRANJ
Registration Number:	3076407	STOLI OHRANJ
Serial Number:	77298233	STOLI PEACHIK
Registration Number:	2189745	STOLI PERSIK
Registration Number:	2175465	STOLI RAZBERI
Registration Number:	2205863	STOLI STRASBERI
Registration Number:	2192600	STOLI VANIL
Registration Number:	2192681	STOLI ZINAMON
Registration Number:	2828328	CITRONA

CORRESPONDENCE DATA

Fax Number: (202)778-5047
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202.662.5188
Email: trademarks@cov.com
Correspondent Name: Bingham B. Leverich, Esq.
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

TRADEMARK

REEL: 003828 FRAME: 0486

ATTORNEY DOCKET NUMBER:

028987.00102

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Cheryl L. Fountain

Signature:

/cherylfountain/

Date:

08/04/2008

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS, REGISTRATIONS AND APPLICATIONS

This Instrument of Assignment ("Assignment") is executed by Allied Domecq International Holdings BV, a Netherlands corporation ("Allied International" or the "Assignor") for the benefit of Spirits International B.V., represented by its Geneva branch (the "Assignee").

RECITALS

WHEREAS the Assignee, S.P.I. Spirits (Cyprus) Limited, a Cyprus corporation ("SCL" and together with the Assignee, the "SPI Parties"), Allied International and Allied Domecq Spirits & Wine USA LLC, a Delaware limited liability company (formerly Allied Domecq Spirits & Wine USA, Inc.) ("Allied Spirits USA" and together with Allied International, the "AD Parties") are parties to that certain Trademark, Supply and Distribution Agreement, dated as of November 15, 2000 (as amended from time to time in accordance with the terms thereof, the "US Agreement");

WHEREAS the SPI Parties, the AD Parties, Allied Domecq Spirits and Wine Limited ("Allied Spirits UK") and Pernod Ricard S.A. are parties to that certain Transition Agreement, dated as of March 13, 2008 (as amended from time to time in accordance with the terms thereof, the "Transition Agreement");

WHEREAS Allied International is the owner of all right, title and interest in the Territory in the trademarks listed in Exhibit A hereto, the registrations of such trademarks, and the applications to register such trademarks (collectively, the "Assigned Trademarks"), subject and without prejudice to the rights of the SPI Parties under the US Agreement;

WHEREAS Allied International is the owner of all right, title and interest in any and all other trademarks, trade names, service marks, product configuration, trade dress, copyright, domain name (both gTLDs and ccTLDs) and other intellectual property used exclusively in connection with the Assigned Trademarks in the Territory, but not specifically listed in Exhibit A hereto (collectively, the "Associated Intellectual Property"), subject and without prejudice to the rights of the SPI Parties under the US Agreement; and

WHEREAS, pursuant to the US Agreement and the Transition Agreement, the Assignor has agreed to assign the Assigned Trademarks and the Associated Intellectual Property to the Assignee, and the Assignee is desirous of acquiring the Assigned Trademarks and the Associated Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment. The Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest that such Assignor has in and to the Assigned Trademarks and the Associated Intellectual Property, together with all common law and statutory right, title and interest in and to the Assigned Trademarks and the Associated Intellectual Property, all goodwill relating thereto in the Territory, and all rights of registration, maintenance, renewal and protection of the Assigned Trademarks and the Associated Intellectual Property, including, without limitation, all rights of recovery and of legal action for past infringements, claimed

infringements, and claims as to ownership of the Assigned Trademarks and of the Associated Intellectual Property, whether as plaintiff or counterclaimant, and all rights in opposition and/or cancellation proceedings for protection of the Assigned Trademarks and of the Associated Intellectual Property, whether as opposer, petitioner, applicant or respondent.

2. Representations and Warranties. The Assignor affirms that the representations and warranties made by it in Section 32 of the US Agreement are true, correct and complete as of the date set forth below. In addition, the Assignor represents and warrants to the SPI Parties that (a) the Assignor has used and not abandoned the Assigned Trademarks and the Associated Intellectual Property, (b) the Assignor is the sole owner, free and clear of any liens, claims or encumbrances of any kind, of all right, title and interest, in and to the Assigned Trademarks and the Associated Intellectual Property, other than the claims asserted in Case No. 04 Civ. 8510 (GBD) in the United States District Court for the Southern District of New York, *appeal docketed*, No. 06-3532 (2d Cir. July 27, 2006), captioned *Federal Treasury Enterprise Sojuzplodoimport et al. v. Spirits International N.V. et al.*, (c) subject to Section 3.2 of the Transition Agreement, the Assignor does not own any right, title or interest in any Trademark (including any applications or registrations thereof) that is not an Assigned Trademark, it being agreed that, with respect to clause (c) in the event that it is discovered that a Trademark (or any application or registration thereof) exists that is not included in Exhibit A hereto, Allied International covenants and agrees to assign any such Trademark (and any application or registration thereof, together with any product configuration, trade dress, copyright, domain name and other intellectual property used exclusively in connection therewith) to the Assignee or its designee pursuant to an assignment agreement, substantially in the form of this Assignment, without additional consideration.

3. Further Action. The Assignor covenants and agrees to execute and deliver, or cause its assignees, licensees and sublicensees, if any, to execute and deliver, such further documents and instruments and take such additional actions as may be reasonably necessary to vest in the Assignee any and all of the Assigned Trademarks and of the Associated Intellectual Property and otherwise to effectuate the intent of this Assignment. All such documents and instruments shall be in a form suitable for filing with the United States Patent and Trademark Office or any other agency or registrar having jurisdiction over the Assigned Trademarks or the Associated Intellectual Property, as the case may be, with which such filings are required to be made in accordance with applicable laws or commercial practice. The Assignee shall have the right to record, file or otherwise make known this Assignment, and such other documents and instruments as may be necessary or desirable to effectuate the transfer of the Assigned Trademarks and of the Associated Intellectual Property as provided herein, with any public or private agency or with any individual or entity having jurisdiction over the Assigned Trademarks or the Associated Intellectual Property, as the case may be, with which such filings are required to be made in accordance with applicable laws or commercial practice.

4. Governing Law. The provisions of Section 45 of the US Agreement are incorporated herein by this reference and shall apply as if set forth in full in this Assignment.

5. Allied Spirits USA. The AD Parties declare that Allied Spirits USA is not the owner of any Trademark or any Associated Intellectual Property, provided that, if it is discovered at any time and from time to time after the date hereof that Allied Spirits USA is the owner of any

Trademark or any Associated Intellectual Property, the AD Parties covenant and agree that they will so notify the Assignee in writing and execute and deliver such other assignment agreement, substantially in the form of this Assignment, and take such other actions as are necessary to transfer and assign to the Assignee or its designee all right, title and interest in, and ownership of, such Trademark or Associated Intellectual Property, as the case may be, in each case without additional consideration.

6. Definitions; Other Agreements. Nothing in this Assignment shall be deemed to alter or amend the Transition Agreement, including without limitation Section 3.2 thereof. As used herein, (a) the term "Territory" means the United States of America, the District of Columbia, United States military bases and buying offices situated in the United States of America and all territories and possessions of the United States of America, and (b) the term "Trademarks" has the meaning ascribed to such term in the US Agreement, provided that, for purposes of this Assignment only, all references to the term "Territory" in the definition of Trademarks in the US Agreement shall be deemed to be references to the term "Territory" as defined in this Section 6 of this Assignment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment of Trademarks, Registrations and Applications, as an instrument under seal, on this 30 day of July, 2008.

ALLIED DOMEQ INTERNATIONAL HOLDINGS BV

By:

Name: E. Babeau / J-M. Bryskère

Title: managing director B/managing director A

SWORN TO AND SUBSCRIBED before me this _____ day of July, 2008.

Notary Public

My commission expires _____.

For purposes of Section 5 only, Allied Spirits USA, by its duly authorized officer, has executed this Assignment of Trademarks, Registrations and Applications, as an instrument under seal, on this ___ day of July, 2008.

ALLIED DOMEQ SPIRITS & WINE USA LLC

By:

Name:

Title:

SWORN TO AND SUBSCRIBED before me this _____ day of July, 2008.

Notary Public

My commission expires _____.

**STATEMENT**The undersigned:

Noortje Rienje Maria Crouwers, deputizing for Rudolf van Bork, civil law notary, officiating in Amsterdam, the Netherlands,

hereby certifies that:

the signatures appearing on the attached document are the true and genuine signatures of:

- Jean-Marc Charles Julien Bryskere, born in Brussels, Belgium, on 19 June 1965, holder of a Belgian passport with number EF465372, valid until 12 February 2011; and
- Emmanuel André Marie Babeau, born in Paris, France, on 13 February 1967, holder of a French passport with number 06AX87688, valid until 12 November 2016.

According to the registration with the Trade Register of the Dutch Chamber of Commerce under number 20056938, Mr. J-M.Ch.J. Bryskere is a management board member A and Mr. E.A.M. Babeau is a management board member B of Allied Domecq International Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its registered offices in Breda, the Netherlands, and its principal place of business at Stadionstraat 38, 4815 NG Breda, the Netherlands (the "**Company**"), and as such, according to the aforementioned registration, fully entitled to represent the Company when acting jointly and to sign the attached document on behalf of the Company.

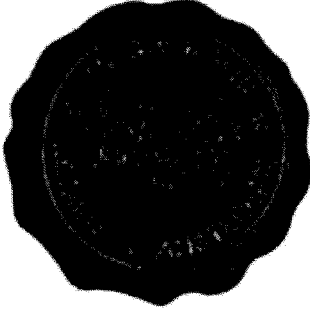
This certificate may only be relied upon on the express condition that any issues of interpretation or liability thereunder will be governed by Dutch law and be brought exclusively before a Dutch Court and is subject to the General Terms and Conditions



LOYENS & LOEFF ²XC

of Loyens & Loeff N.V. (lawyers, tax advisors and civil law notaries)¹ which include a limitation of liability clause.

Signed in Amsterdam, the Netherlands, on 30 July 2008.



JMC

¹ These conditions were deposited with the Registry of the Rotterdam District Court on 20 October 2008 under number 80/2008 and can be found at <http://www.loyensloeff.com>.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment of Trademarks, Registrations and Applications, as an instrument under seal, on this ____ day of July, 2008.

ALLIED DOMEQ INTERNATIONAL HOLDINGS BV

By:

Name:

Title:

SWORN TO AND SUBSCRIBED before me this ____ day of July, 2008.

Notary Public

My commission expires _____.

For purposes of Section 5 only, Allied Spirits USA, by its duly authorized officer, has executed this Assignment of Trademarks, Registrations and Applications, as an instrument under seal, on this 23rd day of July, 2008.

ALLIED DOMEQ SPIRITS & WINE USA LLC

By:

Name: THOMAS R. LALLA JR.

Title: VICE PRESIDENT

SWORN TO AND SUBSCRIBED before me this 23rd day of July, 2008.

Notary Public

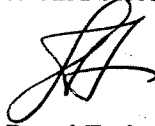
My commission expires August 18, 2010.

JENNIFER CHONICKI
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. D1CH1077428
QUALIFIED IN PUTNAM COUNTY
CERTIFICATE FILED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES AUGUST 18, 2010

The foregoing Assignment of Trademarks, Registrations and Applications by the Assignor to the Assignee is hereby accepted as of the 30th day of July, 2008.

SPIRITS INTERNATIONAL B.V., Geneva Branch

By:



Name: Pavel Fedoryna

Title: Manager, Geneva Branch

Exhibit A
Assigned Trademarks

(Except as otherwise noted, all items listed in this Exhibit are USPTO filings.)

TRADEMARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	CLASS	STATUS	OWNER
STOLICHNAYA Word	76/367/327	6.02.2002			32, 33	PENDING	Allied Domecq International Holdings BV
STOLICHNAYA Word	72/269,237	14.04.1967	0,865,462	25.02.1969	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA Word	73/435,314	20.07.1983	1,291,454	21.08.1984	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA Label	74/288,268	26.06.1992	1,852,552	6.09.1994	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA Label	75/188,870	28.10.1996	2,317,475	15.02.2000	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA CITROS Word	78/150,196	2.08.2002	2,936,005	29.03.2005	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA CRANBERI Word	78/150,258	2.08.2002	2,984,881	16.08.2005	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA GOLD Word	75/184,282	21.10.1996	2,455,605	29.05.2001	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA KAFYA Word	75/129,535	3.07.1996	2,155,523	5.05.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA OHRANJ Word	74/494,691	28.02.1994	1,988,911	23.07.1996	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STRASBERI Word	75/408,893	22.12.1997	2,202,991	10.11.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA VANIL Word	75/914,959	11.02.2000	2,857,139	29.06.2004	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA ZINAMON Word	76/183,172	18.12.2000	2,509,874	20.11.2001	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI BLUEBERI Label	78/712,452	14.11.2005	3,341,339	20.11.2007	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI BLUEBERI Label C	78/758,074	21.11.2005	3,331,722	06.11.2007	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI CRANBERI Label	78/758,089	21.11.2005	3,236,314	01.05.2007	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI CRANBERI Label C	78/758,082	21.11.2005	3,236,313	01.05.2007	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI KAFYA Label	76/183,168	18.12.2000	2,509,871	20.11.2001	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI PERSIK Label	75/420,403	20.01.1998	2,339,689	11.04.2000	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI RAZBERI Label	75/188,876	28.10.1996	2,204,355	17.11.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI STRASBERI Label	75/188,875	28.10.1996	2,552,858	26.03.2002	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV

STOLICHNAYA STOLI VANIL Label	75/852,935	19.11.1999	2,898,451	2.11.2004	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA STOLI ZINAMON Label	76/183,171	18.12.2000	2,509,873	20.11.2001	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI Word	73/288,429	04.12.1980	1,244,735	05.07.1983	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI BLAKBERI Word	77/296,216	04.10.2007			33 (VODKA)	PENDING	Allied Domecq International Holdings BV
STOLI BLUEBERI Word (stylized)	78/710,734	12.09.2005	3,110,644	27.06.2006	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI BLUEBERI Word	78/707,756	07.09.2005	3,110,643	27.06.2006	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI CRANBERI Word	78/150,200	02.08.2002	2,915,969	04.01.2005	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI KAFYA Word	76/183,169	18.12.2000	2,509,872	20.11.2001	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI KARAMEL Word	77/296,278	04.10.2007			33 (VODKA)	PENDING	Allied Domecq International Holdings BV
STOLI OHRANJ Label	78/602,661	06.04.2005	3,076,475	04.04.2006	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI OHRANJ Label C	78/597,869	30.03.2005	3,076,407	04.04.2006	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI PEACHIK Word	77/298,233	08.10.2007			33 (VODKA)	PENDING	Allied Domecq International Holdings BV
STOLI PERSIK Word	75/129,529	03.07.1996	2,189,745	15.09.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI RAZBERI Word	75/129,531	03.07.1996	2,175,465	21.07.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI STRASBERI Word (stylized)	75/420,404	20.01.1998	2,205,863	24.11.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI VANIL Word	75/129,503	03.07.1996	2,192,600	29.09.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLI ZINAMON Word	75/188,883	28.10.1996	2,192,681	29.09.1998	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
CITRONA	76/361,596	22.01.2002	2,828,328	30.03.2004	32, 33	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA		07.02.2002	57,224 (Puerto Rico)	07.02.2002	32	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA		07.02.2002	57,222 (Puerto Rico)	07.02.2002	32	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA		21.08.1984	7,926 (Puerto Rico)	21.08.1984	33	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA		25.02.1989	7,925 (Puerto Rico)	25.02.1989	33	REGISTERED	Allied Domecq International Holdings BV
STOLI		05.07.1983	7,924 (Puerto Rico)	05.07.1983	33	REGISTERED	Allied Domecq International Holdings BV