

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of reversionary interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Domecq International Holdings BV		11/15/2000	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Spirits International NV		
Street Address:	7, rue Nicolas Bove		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1253		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78153281	STOLICHNAYA ELIT	
Serial Number:	78177458	STOLICHNAYA ELIT	
Serial Number:	78179005		
CORRESPONDENCE DATA			
Fax Number:	(202)220-4201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.220.4200		
Email:	tmdocketdc@kenyon.com		
Correspondent Name:	William M. Merone / Kenyon & Kenyon LLP		
Address Line 1:	1500 K Street, NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1257		
ATTORNEY DOCKET NUMBER:	14400-3		

CH \$90.00 78153281

DOMESTIC REPRESENTATIVE

900122726

**TRADEMARK
 REEL: 003903 FRAME: 0600**

Name: William M. Merone / Kenyon & Kenyon LLP
Address Line 1: 1500 K Street, NW
Address Line 2: Suite 700
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1257

NAME OF SUBMITTER:	William M. Merone
Signature:	/William M. Merone/
Date:	12/15/2008

Total Attachments: 12

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Trademark, Supply and Distribution Agreement

Trademark, Supply and Distribution Agreement dated November 15, 2000, by and between SPIRITS INTERNATIONAL N.V., a Netherlands corporation ("SPI NV"), S.P.I. SPIRITS (CYPRUS) LIMITED, a Cyprus corporation ("SCL"; SPI NV and SCL are sometimes referred to herein collectively as "Spirits") and ALLIED DOMEQ INTERNATIONAL HOLDINGS BV, a Netherlands corporation ("ADIHBV"), ALLIED DOMEQ SPIRITS & WINE USA, INC., a Michigan corporation doing business as Allied Domeq Spirits, USA ("ADSUSA"; ADIHBV and ADSUSA are sometimes collectively referred to herein as "AD").

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. Definitions. The following capitalized terms shall have the meanings specified in this paragraph 1. Other terms are defined in the text of this Agreement and, throughout this Agreement, such terms shall have the meanings respectively ascribed to them:

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1.16 "Territory" means the United States of America, the District of Columbia and United States military bases and buying offices situated in the United States of America but excluding the territories and possessions of the United States of America.

1.17 "Trademarks" means (a) Stolichnaya, Stoli and Priviet, including without limitation, any other trademarks with respect to which the trademark Stolichnaya, Stoli or Priviet is used in connection therewith for commercialization of Vodka Products in the Territory and the trademarks identified in Exhibit B hereto, and (b) any other trademark which may, pursuant to this Agreement, hereafter be used in connection with the commercialization of Vodka Products in the Territory.

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1.18 "Vodka Product" means a product which under applicable United States law or regulation may be designated vodka.

3. Term. Subject to earlier termination as provided for in this Agreement, this Agreement shall commence on January 1, 2001, and shall terminate on December 31, 2010.

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10. Trademark Provisions.

10.2 ADIHBV acknowledges that the Trademarks and all indicia of manufacturing origin and quality and other intangible rights relating to the Brands, including without limitation, trade dress, copyrights, packaging and labels, have valuable goodwill in the Territory and that Vodka Products bearing the Trademarks and/or such indicia and intangible rights have a reputation of premium quality and high prestige. ADIHBV acknowledges SPI NV's reversionary interest in (i) the Trademarks, (ii) all indicia of manufacturing origin and quality of the Vodka Products commercialized hereunder, (iii) all intangible rights relating to the Vodka Products commercialized hereunder, and (iv) all of the goodwill attributable to the Trademarks, such intangible rights and such indicia of manufacturing origin and quality. ADIHBV acknowledges that, notwithstanding the assignments made or caused to be made by SPI NV pursuant to paragraph 8 of this Agreement, nothing in this Agreement conveys or assigns to ADIHBV ownership of any reversionary rights retained by SPI NV pursuant to this Agreement in connection with the right, title or interest in or to the Trademarks and the goodwill associated therewith, such indicia or other intangible rights thereto.

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10.4 Upon termination of this Agreement in accordance with the provisions hereof, ADIHBV hereby expressly agrees to assign to SPI NV, and agrees to cause to be assigned to SPI NV by any assignee, licensee or sublicensee of AD, any rights to the Trademarks and the goodwill associated therewith which may, by operation of law or otherwise, vest in AD, or its licensees or sublicensees, if any, as a consequence of AD's or its licensees' or sublicensees' activities in connection with the importation, marketing, sale, promotion and distribution of the Brands in the Territory.

10.5 AD shall not permit to exist any lien or encumbrance on the Trademarks resulting from acts or otherwise attributable to AD or its assignees, licensees or sublicensees, if any, without the prior written consent of SPI NV.

10.6 Except as otherwise permitted hereunder, AD shall not transfer, assign or convey the Trademarks to any person, firm or entity without the prior written consent of SPI NV.

10.7 AD shall not take any action and shall ensure that its assignees, licensees and sublicensees, if any, shall not take any action that may adversely affect, damage or injure the Trademarks or at any time use the Trademarks or the Brands or any material utilizing or reproducing the Trademarks in a manner that could derogate the value, reputation or goodwill associated with the Trademarks.

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10.8 AD shall cause its assignees, licensees and sublicensees, if any, not to challenge the validity of SPI NV's reversionary interest in the Trademarks or to challenge or contest that the rights of AD and the rights of AD's assignees, licensees and sublicensees, if any, under this Agreement cease upon the termination of this Agreement in accordance with the terms hereof.

10.9 Upon termination of this Agreement and Spirits making any required payment applicable upon such termination, ADIHBV shall execute and shall cause its assignees, licensees and sublicensees, if any, to execute any and all documents and instruments as may be necessary or desirable to vest in SPI NV (or such person or entity as SPI NV may designate) all right, title and interest in and to the Trademarks and the goodwill associated therewith in the Territory, all such documents or instruments to be in a form then suitable for filing with the United States Trademark and Patent Office.

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36. Specific Performance. The parties agree that irreparable injury will result from (i) a breach of any duty or obligation on the part of AD or an AD Affiliate or any assignee to assign the Trademarks to SPI NV or its designee as required pursuant to the terms of this Agreement or inconsistently with the provisions of this Agreement or (ii) a breach of any duty or obligation on the part of Spirits or a Spirits Affiliate to provide AD with the opportunity to exercise any right of first refusal granted AD by this Agreement, and that money damages will be inadequate to fully remedy the injury occasioned by any such breach. Accordingly, in the event of a breach or threatened breach of a duty identified in clause (i) or (ii) of the preceding sentence, any party who may be injured (in addition to any other remedies which may be available to

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that party) shall be entitled to one or more preliminary orders: (A) restraining and enjoining any act which would constitute a breach; or (B) compelling the performance of any obligation which, if not performed, would constitute a breach..

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48. Counterparts; Facsimile Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date aforesaid.

ALLIED DOMECO INTERNATIONAL
HOLDINGS BV

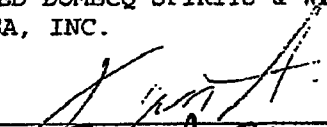
SPI INTERNATIONAL NV

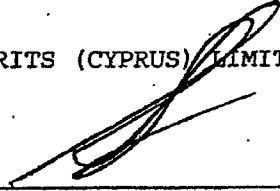
By _____
Name:
Title:

By _____
Name:
Title:

ALLIED DOMECO SPIRITS & WINE
USA, INC.

SPI SPIRITS (CYPRUS) LIMITED

By 
Name: Todd Martin
Title: President

By 
Name: Alexey Olyarik
Title: Managing Director



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48. Counterparts; Facsimile Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date aforesaid.

ALLIED DOMECO INTERNATIONAL HOLDINGS BV

SPI INTERNATIONAL NV

By  
Name: P.R. van Heel F.J. Voolgh
Title: Director Director

By _____
Name:
Title:

ALLIED DOMECO SPIRITS & WINE USA, INC.

SPI SPIRITS (CYPRUS) LIMITED

By _____
Name:
Title:

By _____
Name:
Title:

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48. Counterparts; Facsimile Execution. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed the Agreement on the date aforesaid.

ALLIED DOMECQ INTERNATIONAL HOLDINGS BV

SPI INTERNATIONAL NV

By _____
Name:
Title:

By Stanislav Basilev
Name:
Title: Director

ALLIED DOMECQ SPIRITS & WINE USA, INC.

SPI SPIRITS (CYPRUS) LIMITED

By _____
Name:
Title:

By _____
Name:
Title:

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Exhibit B

TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>
STOLICHNAYA	865,462
STOLICHNAYA	1,291,454
STOLICHNAYA	2,317,475
STOLI	1,244,735
STOLICHNAYA RUSSIAN VODKA	1,852,552
STOLICHNAYA KAFYA	2,155,523
STOLICHNAYA LIMONNAYA VODKA	2,334,080
STOLICHNAYA LIMONNAYA	2,339,463
STOLICHNAYA LIMONNAYA VODKA	2,334,079
STOLICHNAYA OHRANJ	2,291,831
STOLICHNAYA OHRANJ	2,233,190
STOLICHNAYA OHRANJ	1,988,911
STOLI PERSIK	2,189,745
STOLICHNAYA STOLI PERSIK	2,339,689
STOLICHNAYA STOLI RAZBERI	2,204,355
STOLI RAZBERI	2,175,465
STOLICHNAYA STRASBERI	2,202,991
STOLI STRASBERI	2,205,863
STOLI VANIL	2,192,600
STOLI ZINAMON	2,192,681
PRIVIET	1,557,155
PRIVIET VODKA PREMIUM IMPORTED FROM RUSSIA	1,758,655
STOLICHNAYA GOLD	75/184,282

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Erz