

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Domecq International Holdings BV		01/16/2009	private limited liability company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Spirits International B.V.		
Street Address:	7, rue Nicholas Bove		
Internal Address:	through its Geneva branch		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1253		
Entity Type:	private limited liability company: NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3325498	STOLICHNAYA ELIT	
Registration Number:	3044248	STOLICHNAYA ELIT	
Registration Number:	2972860		
CORRESPONDENCE DATA			
Fax Number:	(202)662-6291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2026625439		
Email:	trademarks@cov.com		
Correspondent Name:	Marie A. Lavalleye		
Address Line 1:	1201 Pennsylvania Ave, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	028987.00101		
DOMESTIC REPRESENTATIVE			
900128730		TRADEMARK	
		REEL: 003947 FRAME: 0632	

CH \$90.00 3325498

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Paralegal Specialist - Trademarks

Signature:

/cheryllfountain/

Date:

03/06/2009

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS, REGISTRATIONS AND APPLICATIONS

This Instrument of 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. (formerly, Spirits International N.V.), a Netherlands corporation with its effective place of management in Luxembourg, represented by its Geneva branch ("SPI BV"), or such person or entity as SPI BV shall designate (collectively, the "Assignee").

RECITALS

WHEREAS SPI BV, S.P.I. Spirits (Cyprus) Limited, a Cyprus corporation ("SCL" and together with SPI BV, the "SPI Parties"), Allied International and certain of its affiliates (collectively, 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 and the AD Parties and certain of their affiliates 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 registered owner of all rights, title and interest in the Territory in those trademarks set forth on Schedule A attached hereto, and in the registrations of such trademarks in the Territory (hereinafter collectively, the "Assigned Trademarks"), without prejudice to the rights of the SPI Parties under the US Agreement;

WHEREAS, pursuant to the US Agreement and Sections 2.4(c) and 3.2 of the Transition Agreement, the Assignee has the reversionary right to the Assigned Trademarks, and the Assignor has agreed to assign the Assigned Trademarks to the Assignee, and the Assignee is desirous of acquiring the Assigned Trademarks;

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

1. Assignment. Assignor does hereby assign and transfer unto the Assignee all rights, title and interest that Assignor has in and to the Assigned Trademarks, together with all common law and statutory rights, title and interest in and to the Assigned Trademarks, all goodwill relating thereto in the Territory, and all rights of registration, maintenance, renewal and protection of the Assigned Trademarks, including without limitation all rights of recovery and of legal action for past and future infringements, claimed infringements, and claims as to ownership of the Assigned Trademarks, whether as plaintiff, defendant, counterclaimant or counterdefendant, and all rights in opposition and/or cancellation proceedings for protection of the Assigned Trademarks, whether as opposer, petitioner, applicant or respondent.

2. Representations and Warranties. 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, Assignor represents and warrants to the SPI Parties that (a) Assignor has used and not abandoned the Assigned Trademarks and (b) 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, 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.*

3. Further Action. 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 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. 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 as provided herein, with any public or private agency or with any individual or entity in the Territory.

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.

[End of text; signature page follows]

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Assignment of Trademarks, Registrations and Applications, as an instrument under seal, on this 16th day of January 2009.

ALLIED DOMEQ INTERNATIONAL HOLDINGS BV

By:  

Name: A.B. Scott / B. Braanker

Title: Director A / Director B

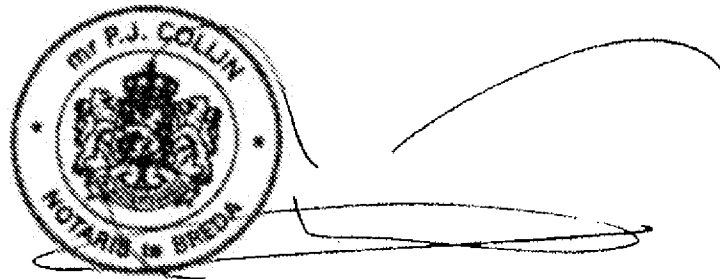
SWORN TO AND SUBSCRIBED before me this 16th day of January 2009.

Notary Public

My commission expires _____.

Seen for legalization the signatures of Mr Alastair Brian Scott, born at Bellshill, United Kingdom, on the fifth day of January nineteen hundred and sixty-nine, residing at 2950 Brasschaat, Belgium, Hoge Kaart 213 C, identified with passport with number 706311131, valid until the eighth day of July two thousand and seventeen, and Mrs Barbera Braanker, born at Spijkenisse, the Netherlands, on the twenty-second day of December nineteen hundred and sixty-seven, residing at 4741 CW Hoeven, the Netherlands, Amoutlaan 71, identified with passport with number NM9JRJ7C4, valid until the twenty-first day of July two thousand and thirteen, who signed this document in their capacity of managing director A respective managing director B of and as such jointly authorized to represent the private company with limited liability **Allied Domecq International Holdings B.V.**, having its corporate seat at Breda, the Netherlands, and having its principal place of business at 4815 NG Breda, the Netherlands, Stadionstraat 38, registered at the Trade Register with registration number 20056938, by me, Pieter Jacobus Colijn, civil-law notary at Breda, the Netherlands, on this sixteenth day of January two thousand and nine.

This legalization only certifies the signatures of the afore-mentioned persons, but does not give any opinion about the further contents of this document.



The foregoing Assignment of Trademarks, Registrations and Applications by the Assignors to the Assignee is hereby accepted as of the 6th day of March, 2009.

SPIRITS INTERNATIONAL B.V.

By: *M. Golley*

Name: *Mikhail Tsyplakov*

Title: *Manager*

SCHEDULE A

Stolichnaya Elit Trademarks

TRADEMARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	CLASS	STATUS	OWNER
STOLICHNAYA ELIT Word	78/153,281	12.08.2002	3,325,498	30.10.2007	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA ELIT Label	78/177,458	23.10.2002	3,044,248	17.01.2006	33 (VODKA)	REGISTERED	Allied Domecq International Holdings BV
STOLICHNAYA ELITE Bottle Device	78/179,005	28.10.2002	2,972,860	19.07.2005	33	REGISTERED	Allied Domecq International Holdings BV