

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED DOMEQ SPIRITS & WINE LIMITED		08/27/2008	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	THE BENRIACH DISTILLERY COMPANY LIMITED		
Street Address:	125 West Regent Street		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G2 2SA		
Entity Type:	limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1602690	GLENDRONACH	
Registration Number:	1615980	THE GLENDRONACH	
CORRESPONDENCE DATA			
Fax Number:	(312)474-0448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124746300		
Email:	docket@marshallip.com		
Correspondent Name:	Gregory J. Chinlund		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	6300 Sears Tower		
Address Line 4:	CHICAGO, ILLINOIS 60606		
DOMESTIC REPRESENTATIVE			
Name:	Marshall Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		

OP \$65.00 1602690

Address Line 2: Suite 6300
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Gregory J. Chinlund
Signature:	/gjc/
Date:	07/16/2009

Total Attachments: 6
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Assignment

by

ALLIED DOMEQ SPIRITS & WINE LIMITED (Company Number: 703977), a limited company registered in England and having its Registered Office at Chivas House, 72 Chancellors Road, London, W6 9RS (the "**Assignor**")

In favour of

THE BENRIACH DISTILLERY COMPANY LIMITED (Company Number: SC258480), a limited company registered in Scotland and having its Registered Office at 125 West Regent Street, Glasgow G2 2SA (the "**Assignee**")

WHEREAS:-

- (A) the Assignor has agreed to sell the Assets to the Assignee pursuant to the Asset and Share Sale Agreement (as hereinafter defined);
- (B) the Assignor is the owner of the Intellectual Property and has agreed to assign the same to the Assignee as part of such sale of the Assets;
- (C) the Assignee has agreed to accept such assignment on such terms; and
- (D) the parties wish to record the terms of their agreement in writing.

NOW THEREFORE THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Assignment, the words and expressions set out below shall have the meanings set out opposite them unless the context otherwise requires.

1.2 The following words shall have the following meanings:

"Asset and Share Sale Agreement" shall mean the Asset and Share Sale Agreement between the Assignor and Assignee of even date herewith;

"Assets" shall have the meaning given to it in the Asset and Share Sale Agreement;

"Completion Date" shall have the meaning given to it in the Asset and Share Sale Agreement;

"Domain Names" shall mean the domain names listed in Schedule 1 annexed to this Assignment;

"Glendronach" shall have the meaning given to it in the Asset and Share Sale Agreement;

"Intellectual Property" shall mean the Trade Marks and the Domain Names together with all goodwill relating or attached thereto;

"Schedule" shall mean the Schedule which is annexed to and forms part of this Assignment;

"Trade Marks" shall mean the trade marks listed in Schedule 2 annexed to this Assignment.

- 1.3 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by any other provisions (whether made before on or after the date of this Assignment) from time to time.
- 1.4 References to Clauses are to clauses of this Assignment and references to sub-clauses are to sub-clauses of the Clause in which the reference appears.
- 1.5 Headings are inserted for convenience only and shall not affect the construction of this Assignment.
- 1.6 The singular shall include the plural and vice versa.

2. ASSIGNATION

- 2.1 The Assignor hereby assigns to the Assignee with effect from the Completion Date the Assignor's whole right, title and interest past, present and future in and to the Intellectual Property together with:-
 - 2.1.1 all the rights, powers, privileges and immunities conferred on the proprietor thereof; and
 - 2.1.2 all rights of action (actual or contingent) in respect of any past, existing or future infringements of such Intellectual Property.
- 2.2 The Assignor agrees and undertakes that at the Assignee's request and cost it will take all reasonable steps to execute all documents, forms and authorisations and depone to or swear any declaration or oath and generally to do all such things as may be reasonably necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee under this Assignment.
- 2.3 The Assignor waives any and all moral rights (if any) it may have subsisting in the Intellectual Property in so far as the Assignor may lawfully do so.

3. VARIATION OF ASSIGNATION

No variation of this Assignment shall be effective unless in writing and signed by the parties hereto or by or on behalf of a duly authorised representative of any party hereto.

4. WAIVER

Failure by either party at any time to require performance of any provision of this Assignment shall in no manner affect that party's right to enforce such provision at a later time. No waiver by either party hereto of any condition or the breach of any term, covenant, representation or warranty contained in this Assignment whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be construed as the breach of or a waiver of any other term, covenant, representation or warranty contained in this Assignment.

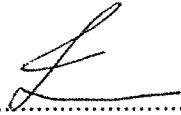
5. INVALIDITY


If any of the provisions of this Assignment are or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. APPLICABLE LAW


This Assignment shall be governed by and construed in all respects in accordance with Scottish Law and each of the parties hereto hereby prorogate the exclusive jurisdiction of the Courts of Scotland as regards any claims or matters arising hereunder. IN WITNESS WHEREOF these presents consisting of this and the two preceding pages together with the Schedule are executed as follows:-

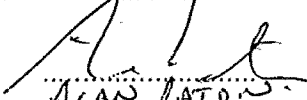
Subscribed for and on behalf of
ALLIED DOMECQ SPIRITS & WINE LIMITED
by **CHRISTIAN PORTA** UNDER POWER OF ATTORNEY
director/secretary/authorised signatory
at **PANLEY**
on **27 AUGUST, 2008**
In the presence of this witness


.....
Signature

Witness 
Name **ALISA MARPLE-BECK**
Address **155 JIMMIE HUNT ST.**
GLASGOW
Occupation **SOLICITOR**

Subscribed for and on behalf of
THE BENRIACH DISTILLERY COMPANY LIMITED
by **WILLIAM WALKER**
director/secretary/authorised signatory
at **PAISLEY**
on **27 AUGUST 2008**
In the presence of this witness


.....
Signature

Witness 
Name **ALAN TAYLOR**
Address **175 WEST LECHE ST.**
GLASGOW
Occupation **SOLICITOR**

SCHEDULE 1

This is the Schedule 1 referred to in the foregoing Assignment by **ALLIED DOMECQ SPIRITS & WINE LIMITED** and **THE BENRIACH DISTILLERY COMPANY LIMITED**.

Trade Marks

Country	Mark	Number	Class	Status
Albania	GLENDRONACH	9427	33	Registered
Andorra	GLENDRONACH	12003	33	Registered
Australia	GLENDRONACH 12 YEAR LABEL	A279212	33	Registered
Benelux	THE GLENDRONACH	085783	33	Registered
Bosnia- Herzegovina	GLENDRONACH	BAZ025836A	33	Registered
Bulgaria	GLENDRONACH	39240	14, 16, 25, 33, 35, 36, 41 & 42	Registered
Canada	GLENDRONACH	UCA00486	33	Registered
Croatia	GLENDRONACH	Z20020368	33	Registered
Czech Republic	GLENDRONACH	216508	33	Registered
Denmark	GLENDRONACH	02485/1987	33	Registered
European Union	GLENDRONACH	003646767	33	Registered
France	THE GLENDRONACH	1223706	33	Registered
Germany	THE GLENDRONACH	915960	33	Registered
Hong Kong	GLENDRONACH LABEL	B1015/1976	33	Registered
Iceland	GLENDRONACH	788/2004	33	Registered
Israel	GLENDRONACH	174108	33	Registered
Italy	THE GLENDRONACH	636389	33	Registered
Japan	THE GLENDRONACH	1308984	33	Registered
Japan	GLENDRONACH	4848929	33	Registered
Lithuania	GLENDRONACH	48420	33	Registered
Macedonia	GLENDRONACH	11234	33	Registered
New Zealand	GLENDRONACH 12 YEAR LABEL	108581	33	Registered
Norway	GLENDRONACH	228004	33	Registered
Papua New Guinea	GLENDRONACH LABEL	A52058	33	Registered
Romania	GLENDRONACH	39558	33	Registered
Russian Federation	GLENDRONACH	292698	33	Registered
Serbia	GLENDRONACH	47637	33	Registered
Slovakia	GLENDRONACH	210140	33	Registered
Turkey	GLENDRONACH	2002006180	33	Registered
United Kingdom	GLENDRONACH	61884	33	Registered
United States of	GLENDRONACH	1602690	33	Registered

America				
United States of America	GLENDRONACH LABEL	1615980	33	Registered

SCHEDULE 2

This is the Schedule 2 referred to in the foregoing Assignment by **ALLIED DOMEQ SPIRITS & WINE LIMITED** and **THE BENRIACH DISTILLERY COMPANY LIMITED**.

Domain Names

<u>Country</u>	<u>Domain Name</u>	<u>Domain Name System</u>
Global	Glendronach.asia	CSC
Global	Glendronach.biz	CSC
United Kingdom	Glendronach.co.uk	CSC
Brazil	Glendronach.com.br	glendronach.com.br
Germany	Glendronach.de	t-dns.de
Global	Glendronach.info	CSC
Italy	Glendronach.it	technorail.it
Russia	Glendronach.ru	none
Global	GlendronachMalt.com	CSC
Global	GlendronachWhiskey.com	CSC
Global	GlendronachWhisky.com	CSC
Germany	Glendronach-Whisky.de	t-dns.de
United Kingdom	QuarterCask.co.uk	CSC
Global	QuarterCask.com	CSC
Global	Quarter-Cask.com	CSC
United Kingdom	TheGlendronach.co.uk	CSC
Global	TheGlendronach.com	CSC
Netherlands	TheGlendronach.nl	nl.net & uu.net