

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Licence Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chivas Holdings (IP) Limited		06/14/2010	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Chivas Brothers Limited		
Street Address:	111-113 Renfrew Road		
City:	Paisley		
State/Country:	UNITED KINGDOM		
Postal Code:	PA3 4DY		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85028761	CHIVAS REGAL	
Serial Number:	85027445	GOLD SIGNATURE	
Serial Number:	85032746		
CORRESPONDENCE DATA			
Fax Number:	(212)246-8959		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 708-1800		
Email:	gdeluca@ladas.com		
Correspondent Name:	Michael A. Cornman		
Address Line 1:	26 West 61st Street		
Address Line 4:	New York, NEW YORK 10023		
ATTORNEY DOCKET NUMBER:	BF10625429		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$90.00 85028761

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**TRADEMARK
 REEL: 004238 FRAME: 0362**

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

NAME OF SUBMITTER:	Michael A. Comman
Signature:	/Michael A. Comman/
Date:	07/08/2010
Total Attachments: 3 source=Confirmatory Licence Agreement#page1.tif source=Confirmatory Licence Agreement#page2.tif source=Confirmatory Licence Agreement#page3.tif	

CONFIRMATORY LICENCE AGREEMENT

This confirmatory licence agreement is made this 14 day of June 2010.

BETWEEN

- (1) Chivas Holdings (IP) Limited (“CHIP”) a company incorporated in Scotland under the Companies Act and having its registered office at 111-113, Renfrew Road, Paisley, Renfrewshire, PA3 4DY, Scotland, United Kingdom (the “Licensor”); and
- (2) CHIVAS BROTHERS LIMITED (formerly named Chivas Brothers Pernod Ricard Limited), a company incorporated in Scotland under the Companies Act and having its registered office at 111-113 Renfrew Road, Paisley, PA3 4DY, Scotland, United Kingdom (the “Licensee”)

WHEREAS:

- (A) CHIP (“the Purchaser”) acquired the IP rights of Chivas Brothers Pernod Ricard Limited (now re-registered as unlimited and renamed as Chivas Brothers Pernod Ricard), Chivas Brothers (Europe) Limited, Chivas Brothers (Japan) Limited and Chivas Brothers (Americas) Limited (“the Vendors”);
- (B) Prior to the acquisition by CHIP, exclusive licences existed between the Vendors as licensors on the one hand and Chivas Brothers Limited as licensee on the other;
- (C) By virtue of the terms of the licences, the subsequent licence transfer agreements between the parties at (A) and the consent of Chivas Brothers Limited to the assignation, CHIP is now the Licensor;
- (D) For the purposes of recording the Licence Agreements (the “Licence Agreement”), the parties have agreed to confirm herein the earlier licence agreements in writing.

NOW THEREFORE it is hereby confirmed as follows:-

1. The Licence Agreement came into force at midnight on 30 June 2004 (the “Grant Date”) and unless terminated under the other terms of the Licence Agreement, as set out herein, shall remain in force for twenty five years.
2. The licence granted by the Licence Agreement is exclusive and royalty-free.
3. The Licence Agreement applies to the IP rights appearing in the attached schedule and, any and all intellectual property or industrial rights of any description anywhere in the world including any patents, trade marks, domain names, registered designs, copyright (including without limitation to the foregoing generality rights in computer software, object and source code), rights in the nature of copyright, database rights, semi-conductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such right referred to in this definition are registered, unregistered, registerable or not, and any applications or rights to apply for registration of

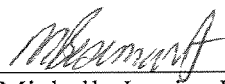
any of them together with any registered rights resulting from any such applications or rights to apply for registration).

4. Insofar as the Licence Agreement relates to registered trade marks, the Licence Agreement concerns all of the products in respect of which the trade marks under the Licence Agreement are registered.
5. The Licensee shall comply with the reasonable standards of quality, design and presentation applied or approved by the Licensor from time to time which shall generally be of no lesser standard than those in operation by the Licensor at the Grant Date.
6. The Licensee shall supply to the Licensor at the Licensor's reasonable request, representative samples of products and other materials, including marketing materials, and shall permit representatives of the Licensor to inspect its relevant operations during normal working hours on reasonable notice.
7. The Licensee may sub-licence its rights under the Licence Agreement. The Licensee shall procure that its sub-licensees shall comply fully with the obligations as detailed in this Licence Agreement as if they were a party to the Licence Agreement and the Licensee shall be responsible to the Licensor for the acts and omissions of its sub-licensees as if they were those of the Licensee itself.
8. The Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if:
 - 8.1 the Licensee commits any breach of the Licence Agreement which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 90 days of notice from the Licensor to do so; or
 - 8.2 the Licensee becomes insolvent or ceases whether voluntarily or not to carry on business in the goods of permitted use; or
 - 8.3 there is a change of control in the Licensee.
9. The earlier Licence Agreements and this Confirmatory Licence Agreement shall be construed in accordance with the law of Scotland and insofar as not already subject thereto, the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF the parties hereto have caused this Confirmatory Licence Agreement to be duly executed

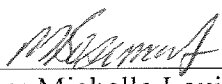
at London, England this 14 day of June 2010

For Chivas Holdings (IP) Limited



Name: Michelle Louise Beaumont
Position: Head of IP Legal

For CHIVAS BROTHERS LIMITED



Name: Michelle Louise Beaumont
Position: Head of IP Legal

SCHEDULE of IP for U.S.

Trademark	Country	Filing Number	Registration Number
CHIVAS REGAL	U.S.	85/028,761	
GOLD SIGNATURE	U.S.	85/027,445	
Aberlour well device	U.S.	85/032,746	