

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Confirmatory Licence Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|-----------------------------|----------------|-------------------------|
| The Glenlivet Distillers Limited | FORMERLY PR Newco 2 Limited | 04/20/2010 | COMPANY: UNITED KINGDOM |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | Chivas Brothers Limited |
| Street Address: | 111-113 Renfrew Road |
| City: | Paisley, Renfrewshire |
| State/Country: | UNITED KINGDOM |
| Postal Code: | PA3 4DY |
| Entity Type: | COMPANY: UNITED KINGDOM |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------------|
| Serial Number: | 77709846 | THE SINGLE MALT THAT STARTED IT ALL |
| Serial Number: | 77709818 | |
| Registration Number: | 2362607 | ARCHIVE |
| Registration Number: | 3409164 | CELLAR COLLECTION |
| Serial Number: | 77854105 | TRIUMPH |
| Registration Number: | 2000333 | LONGMORN |
| Registration Number: | 3053949 | THE GLENLIVET |
| Registration Number: | 1639236 | THE GLENLIVET GEORGE & J.G. SMITH |
| Registration Number: | 2402362 | THE GLENLIVET ARCHIVE |

CORRESPONDENCE DATA

Fax Number: (212)246-8959
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-708-1800
 Email: gdeluca@ladas.com
 Correspondent Name: Michael A. Cornman

900166755

**TRADEMARK
 REEL: 004240 FRAME: 0613**

CH \$240.00 77709846

Address Line 1: 26 West 61st Street
Address Line 2: 4th Floor
Address Line 4: New York, NEW YORK 10023

ATTORNEY DOCKET NUMBER: BF10625429

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Michael A. Cornman

Signature: /Michael A. Cornman/

Date: 07/13/2010

Total Attachments: 4
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CONFIRMATORY LICENCE AGREEMENT

This confirmatory licence agreement is made this 20 day of April 2010

BETWEEN

1. The Glenlivet Distillers Limited (formerly named PR Newco 2 Limited), Chivas House, 72 Chancellors Road, London, W6 9RS, registered in England and Wales, United Kingdom, under company number 04238946 (referred to as "the licensor")

AND

2. Chivas Brothers Limited (formerly named Chivas Brothers Pernod Ricard Limited), 111-113 Renfrew Road, Paisley, Renfrewshire, PA3 4DY, registered in Scotland, United Kingdom, under company number SC268758 (referred to as "the licensee")

WHEREAS:

- (A) The Glenlivet Distillers Limited (company no. 04238946, formerly named PR Newco 2 Limited) acquired the IP rights of Glen Grant Whisky Co Limited (company no. SC028794 formerly The Glenlivet Distillers Limited) on 14th March 2006.
- (B) Prior to the acquisition by The Glenlivet Distillers Limited (company no. 04238946, formerly named PR Newco 2 Limited), an exclusive licence existed between Glen Grant Whisky Company Limited (company no. SC028794 formerly The Glenlivet Distillers Limited) as licensor and Chivas Brothers Limited (formerly named Chivas Brothers Pernod Ricard Limited), as licensee.
- (C) By virtue of the terms of the licence, the subsequent licence transfer agreements between the parties at (A) and the consent of Chivas Brothers Limited to the assignation, The Glenlivet Distillers Limited (company no. 04238946) 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 on 1st July 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

TRADEMARK

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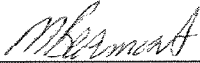
names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information and any analogous or similar right in any jurisdiction (whether any such right referred to in this definition are registered, unregistered, 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 Courts of Scotland.

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

at London, England this 20 day of April 2010

For The Glenlivet Distillers 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 Trade Marks for United States of America

| Trademark/ design/Copyright | Country | Filing Number | Registration Number |
|---|---------|---------------|------------------------|
| THE SINGLE MALT THAT STARTED IT ALL | USA | 77709846 | |
|  | USA | 77709818 | |
| ARCHIVE | USA | 75/292653 | 2362607 |
| CELLAR COLLECTION | USA | 78/895655 | 3409164 |
| TRIUMPH | USA | 77854105 | |
| LONGMORN | USA | 74/580236 | 2000333 |
| THE GLENLIVET | USA | 78/507537 | 3053949 |
|  | USA | 73/799534 | 1639236 |
| THE GLENLIVET ARCHIVE | USA | 75/366843 | 2402362 |
| THE GLENLIVET  | USA | 880103 | 3505410 |