

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Bond & Floating Charge

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Scotland plc		08/01/2011	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Whyte and Mackay Limited
Street Address:	310 St Vincent Street
Internal Address:	Dalmore House
City:	Glasgow
State/Country:	UNITED KINGDOM
Postal Code:	G2 5RG
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0713269	DALMORE
Registration Number:	1658463	THE DALMORE
Registration Number:	1920061	JOHN BARR JOHN BARR & COMPANY
Registration Number:	2040242	ISLE OF JURA
Registration Number:	3064066	ISLE OF JURA SUPERSTITION

CORRESPONDENCE DATA

Fax Number: (202)842-8465
 Phone: 202-842-8800
 Email: dctrademarks@dbr.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Amy E. Carroll
 Address Line 1: 1500 K Street, N.W.
 Address Line 2: Suite 1100

OP \$140.00 0713269

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:

033091-181116

DOMESTIC REPRESENTATIVE

Name: Amy E. Carroll

Address Line 1: 1500 K Street, N.W.

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

NAME OF SUBMITTER:

Amy E. Carroll

Signature:

/amyecarroll/

Date:

10/07/2011

Total Attachments: 4

source=Whyte -- Release of Bond & Floating Charge#page1.tif

source=Whyte -- Release of Bond & Floating Charge#page2.tif

source=Whyte -- Release of Bond & Floating Charge#page3.tif

source=Whyte -- Release of Bond & Floating Charge#page4.tif

RELEASE AND DISCHARGE OF BOND AND FLOATING CHARGE

between

WHYTE AND MACKAY LIMITED, incorporated under the Companies Acts in Scotland (Number SC014456) and having its Registered Office at Dalmore House, 310 St. Vincent Street, Glasgow G2 5RG ("Chargor")

and

BANK OF SCOTLAND PLC, incorporated under the Companies Acts (Number SC327000) and having its Registered Office at The Mound, Edinburgh, EH1 1YZ, for itself and as trustee for the Finance Parties (as defined in the Credit Agreement defined below) ("Security Agent")

1 DEFINITIONS AND INTERPRETATION

In this Release and Discharge unless the context otherwise requires:

- 1.1 "Bond and Floating Charge" means the bond and floating charge created by the Chargor to and in favour of the Security Agent on 28 September 2007 and registered with the Registrar of Charges on 11 October 2007;
- 1.2 "Credit Agreement" means the credit agreement originally dated 28 September 2007 between (among others) the Chargor and the Security Agent and as subsequently amended, restated, varied, supplemented or novated from time-to time;
- 1.3 "Deed of Release" means the English law Deed of Release to be entered into between US(GB)L, the Released Parties, the Facility Agent and the Security Agent on or around the Trigger Date;
- 1.4 "Facility Agent" means Bank of Scotland plc, incorporated under the Companies Acts (Number SC327000) and having its Registered Office at The Mound, Edinburgh, EH1 1YZ, as facility agent for the Finance Parties (as defined in the Credit Agreement);
- 1.5 "Parties" means the Chargor and the Security Agent;
- 1.6 "Payoff Amount" has the meaning given to it in the Deed of Release;
- 1.7 "Beneficiary Account" means the bank account detailed in Schedule 1 to the Deed of Release;
- 1.8 "Released Parties" has the meaning given to it in the Deed of Release;
- 1.9 "Trigger Date" means the time and date on which the Facility Agent receives an amount at least equal to the Payoff Amount in the Beneficiary Account and confirms the receipt thereof to US(GB)L and the Security Agent;
- 1.10 "US(GB)L" means United Spirits (Great Britain) Limited, incorporated under the Companies Acts (Number 06127260) and having its Registered Office at c/o McClure Naismith, 4th Floor Equitable House, 47 King William Street, London EC4R 2AF;

1.11 terms defined in the Bond and Floating Charge have, unless expressly defined in this Release and Discharge, the same meaning in this Release and Discharge including, without limitation, the terms "Secured Liabilities" and "Security Assets"; and

1.12 terms defined in the Credit Agreement have, unless expressly defined in this Release and Discharge, the same meaning in this Release and Discharge including, without limitation, the terms "Finance Documents", "Hedging Documents", "Obligor", "Parent" and "Facility Agent".

2 RELEASE AND DISCHARGE OF BOND AND FLOATING CHARGE

2.1 With effect from the Trigger Date, the Security Agent hereby:

2.1.1 releases and discharges the Bond and Floating Charge;

2.1.2 releases to the Chargor and retrocesses and re-assigns to and in the Chargor's favour its whole right, title, interest and benefit in and to the Security Assets to hold the same freed and discharged from the security created pursuant to the Bond and Floating Charge; and

2.1.3 releases the Chargor from all claims and demands under the Bond and Floating Charge and in particular from the covenants for payment and from any guarantees and indemnities given by it under the Bond and Floating Charge.

2.2 The Security Agent confirms that as at the date of its execution of this Deed it has taken no steps to crystallise the floating charge contained in the Bond and Floating Charge.

2.3 Without prejudice to the generality of the other provisions of this Release and Discharge, the Security Agent for itself and as trustee for the Finance Parties (as defined in the Credit Agreement) confirms that, pursuant to Clause 18 of the Bond and Floating Charge, the Security Agent and the Finance Parties will, at the request and cost of the Chargor, take whatever further action is reasonably necessary to release the Security Assets from the Bond and Floating Charge.

2.4 In the event that the Trigger Date does not occur in accordance with Clause 2.1, no release shall occur in accordance with the terms of this Release and Discharge and the security created or evidenced by the Bond and Floating Charge shall continue to remain in place and in full force and effect until all amounts due and payable by the Released Parties under the Finance Documents are irrevocably and unconditionally discharged.

3 REVOCATION OF MANDATE AND POWER OF ATTORNEY

The Security Agent hereby acknowledges that any mandates and powers of attorney contained in the Bond and Floating Charge will be revoked with effect from the Trigger Date provided that nothing herein shall affect the validity of any act or thing validly done by the Security Agent pursuant to the Bond and Floating Charge before such revocation thereof.

4 GOVERNING LAW AND JURISDICTION

This Release and Discharge shall be governed by and construed in accordance with the law of Scotland and insofar as not already subject thereto the Parties irrevocably submit to the jurisdiction of the Scottish courts.

5 REGISTRATION

The Parties consent to the registration of this Release and Discharge for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages are executed as follows:

Subscribed for and on behalf of **WHYTE AND MACKAY LIMITED**

at LONDON
on 25 JULY 2011
by N. HEMANTH MENON
in the presence of:


Colin Cant Witness
COLIN CANT Full Name
292 ST. VINCENT ST. Address
Glasgow


.....
Director/Authorised Signatory

Subscribed for and on behalf of **BANK OF SCOTLAND PLC**

at LONDON
on 25 JULY 2011
by IAIN PIRRIE
in the presence of:

Jennifer A. Orr Witness
JENNIFER ANNE ORR Full Name
BUSH HOUSE, ALDWYCH Address
LONDON


.....
Director/Authorised Signatory Attorney



MCCLURE NAISMITH

Solicitors

GLASGOW EDINBURGH LONDON

RELEASE AND DISCHARGE OF BOND AND FLOATING CHARGE

between

WHYTE AND MACKAY LIMITED

and

BANK OF SCOTLAND PLC

GWF CWC 3397.255

3 Ponton Street
Edinburgh
EH3 9QQ
DX: ED135

Tel: 0131 228 4994
Fax: 0131 228 4260

E-mail:

edinburgh@McClureNaismith.com

292 St Vincent Street
Glasgow
G2 5TQ
DX: GW64

Tel: 0141 204 2700
Fax: 0141 248 3998

E-mail:

glasgow@McClureNaismith.com

Equitable House
47 King William Street
London EC4R 9AF
DX: 764 CDE

Tel: 020 7929 3770
Fax: 020 7929 3466

E-mail:

london@McClureNaismith.com

www.McClureNaismith.com

RECORDED: 10/07/2011

TRADEMARK
REEL: 004638 FRAME: 0633