

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
Glencairn Scotch Whisky Company Limited		04/27/2012	limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Chivas Holdings (IP) Limited		
Street Address:	111-113 Renfrew Road		
City:	Paisley, Renfrewshire		
State/Country:	UNITED KINGDOM		
Postal Code:	PA34DY		
Entity Type:	limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85355581	CHIVALRY SPECIAL RESERVE SCOTCH WHISKY 70CL PRODUCE OF SCOTLAND 43% VOL DISTILLED & BOTTLED IN SCOTLAND THE GLENCAIRN SCOTCH WHISKY CO	
Serial Number:	85355577	CHIVALRY	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027568000		
Email:	rkim@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	600 13th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-3096		
ATTORNEY DOCKET NUMBER:	87021-180		
DOMESTIC REPRESENTATIVE			

CH \$65.00 85355581

Name: Richard Y. Kim
Address Line 1: 600 13th Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3096

NAME OF SUBMITTER:	Richard Y. Kim
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Signature:	/Richard Y. Kim/
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Date:	06/26/2012
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Total Attachments: 4

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SCHEDULE
Part 2
Short Form Assignment

SHORT FORM ASSIGNATION FOR REGISTRATION

between

Glencairn Scotch Whisky Company Limited, a company incorporated under the Companies Acts incorporated under the law of Scotland (Registered Number SC199270) and having its registered office at 29 Brandon Street, Hamilton, South Lanarkshire ML3 6DA; and

Raymond Davidson, residing at Flat 8, 75 Lancefield Quay, Glasgow G3 8HA; (Glencairn Scotch Whisky Company Limited and Mr Davidson hereinafter together referred to as "Glencairn"); and

Chivas Holdings (IP) Limited, a company incorporated under the Companies Act incorporated under the laws of Scotland (Registered Number SC331555 and having its registered office at 111-113 Renfrew Road, Paisley, Renfrewshire PA3 4DY ("CHIP").

hereinafter together referred to as "**the Parties**"

WHEREAS

The Parties have agreed to enter into this agreement in furtherance of the Settlement Agreement between the Parties signed on or around the same date as this agreement ("the Settlement Agreement") and pursuant to clause 8.2 of the Settlement Agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:-

1. Definitions and Interpretation

- 1.1 Unless the context otherwise provides, the words and expressions used in this Agreement shall have the following meanings:-

"Applications"	means those applications in those registries and offices which are listed in the Schedule and any and all divisions and continuations of said applications, or altered versions of such applications, any new applications in respect of the subject matter of any application filed in connection with the Trade Marks and the right to claim priority from any of the applications listed in the Schedule and any subsequent registration granted pursuant to any such application in any territory;
"Effective Date"	means the last date of execution of this Agreement;
"Domain Names"	means the registered domain names set out in the Schedule;
"Schedule"	means the schedule which is annexed to and forms part of this agreement; and
"Trade Marks"	means the registered trade marks set out in the Schedule.

2. Assignment to Chivas Holdings (IP) Limited

- 2.1 Glencairn, as legal and beneficial owner free from all liens, charges and encumbrances hereby absolutely with effect from the Effective Date:
- 2.1.1 assigns and transfers to CHIP, the whole right, title and interest past, present and future in and to the Applications, the Trade Marks and the Domain Names for the full period during which such rights subsist including without limitation any and all

goodwill and common law rights attached to the Applications, the Trade Marks and the Domain Names; and

2.1.2 assigns to CHIP the rights, powers, privileges and immunities conferred on the proprietor of the Applications, the Trade Marks and Domain Names and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Applications, the Trade Marks or Domain Names whether occurring before, on or after the date of this agreement.

2.2 Glencairn shall promptly execute on request by CHIP all such documents, forms and authorisations and swear any declaration or oath as may be required to vest any right, title or interest in the Applications, the Trade Marks and Domain Names in CHIP and to give effect to the provisions of clause 2.1 of this agreement.

3. Governing Law and Jurisdiction

This agreement will be governed by and construed in accordance with the laws of Scotland and will be subject to the exclusive jurisdiction of the courts of Scotland.

IN WITNESS WHEREOF this agreement is executed in duplicate as follows:-

Subscribed for and on behalf of

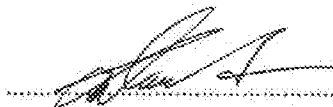
GLENCAIRN SCOTCH WHISKY COMPANY LIMITED

at East Kilbride

on 27th April 2012

by Scott Davidson

Director / Secretary / Authorised Signatory



Director / Secretary / Authorised Signatory

In the presence of:

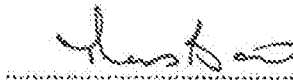
Tom Bain

1/6 GLENCAIRN CRYSTAL (Name)

11 LANGLANDS AVE (Address)

EAST KILBRIDE

OPERATIONS MANAGER Occupation



(Signature of witness)

Signed by **RAYMOND DAVIDSON**

at East Kilbride

on 27th April 2012

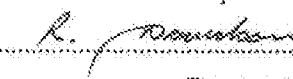
In the presence of:

Tom Bain (Name)

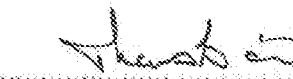
1/6 GLENCAIRN CRYSTAL (Address)

11 LANGLANDS AVE

EAST KILBRIDE . OPERATIONS MGR Occupation



Raymond Davidson



(Signature of witness)


TRADEMARK

REEL: 004808 FRAME: 0109

Subscribed for and on behalf of
CHIVAS HOLDINGS (IP) LIMITED

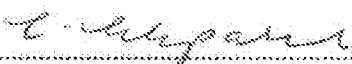
at London
on 19 April 2012
by MICHELLE HATTON

~~Director / Secretary~~ / Authorised Signatory


~~Director / Secretary~~ / Authorised
Signatory

in the presence of:

CLARE FITZPATRICK (Name)
c/o CHIVAS HOUSE (Address)
W6 9R5
SOLICITOR Occupation


(Signature of witness)

This is the Schedule referred to in the foregoing Short Form Assignment among Glencairn Scotch Whisky Company Limited, Raymond Davidson and Chivas Holdings (IP) Limited.

SCHEDULE
Trade Marks and Applications

Country	TM Number	Mark Text	Type	Date	Status	Classes
UK	1293610	CHIVALRY	DW	25.11.1986	Registered	33
UK	2468527	CHIVALRY SPECIAL RESERVE SCOTCH WHISKY +	DW	04.10.2007	Registered	33
USA	85355581	CHIVALRY SPECIAL RESERVE SCOTCH WHISKY label	DW	24.06.11	Pending	33
USA	85355577	CHIVALRY	W	24.06.11	Pending	33

Domain Names

Name	Date	Status
chivalrywhisky.com	04.09.2008	Registered