

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Alastair McIntosh		07/23/2012	INDIVIDUAL: UNITED KINGDOM
	Charles McIntosh		07/24/2012	INDIVIDUAL: UNITED KINGDOM
RECEIVING PARTY DATA				
Name:	Syndicate 58/6 Limited			
Street Address:	292 St. Vincent Street			
City:	Glasgow			
State/Country:	UNITED KINGDOM			
Postal Code:	G2 5TQ			
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Serial Number:	85582282	SYNDICATE	
CORRESPONDENCE DATA				
Fax Number:	6146047216			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-604-7216			
Email:	tkendrick@kerniplaw.com			
Correspondent Name:	Law Office of Benjamin E. Kern, LLC			
Address Line 1:	5327 Westpointe Plaza Dr.			
Address Line 2:	PMB 207			
Address Line 4:	Columbus, OHIO 43228			
ATTORNEY DOCKET NUMBER:	MCINTOSH-T111609.US.01			
DOMESTIC REPRESENTATIVE				

OP \$40.00 85582282

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

NAME OF SUBMITTER:	Ty Kendrick
Signature:	/Ty Kendrick/
Date:	11/15/2012

**Total Attachments: 7**

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**McCLURE NAISMITH**

**Solicitors**

GLASGOW EDINBURGH LONDON

**ASSIGNATION**

by

**ALASTAIR AND CHARLES MCINTOSH**

in favour of

**SYNDICATE 58/6 LIMITED**

CERTIFIED A TRUE COPY  
*Henna Lake*  
-----  
McCLURE NAISMITH LLP  
SOLICITORS  
292 ST. VINCENT STREET  
GLASGOW G2 5TQ

## ASSIGNATION

by

ALASTAIR MCINTOSH residing at Dilston, Hill Road,  
Gullane, East Lothian EH31 2BE and CHARLES  
MCINTOSH residing at 10 Craiglea Drive, Edinburgh,  
EH10 5PA (together "ACM")

in favour of

SYNDICATE 58/6 LIMITED a company incorporated  
in Scotland under the Companies Acts (Company  
Number 427589) having its registered office at 292  
St Vincent Street Glasgow G2 5TQ ("SL")

(together the "Parties")

### WHEREAS

1. ACM are the registered proprietors of the Trade Marks (as hereinafter defined) and are the owners of the Intellectual Property Rights (as hereinafter defined) in connection to the Brand (as hereinafter defined).
2. ACM agrees to assign the Trade Marks and the Intellectual Property Rights to SL on the following terms and conditions.

### NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1 DEFINITIONS

In this Assignment unless the context otherwise requires and unless expressly stated to the contrary, the following terms shall have the following meanings:

"Brand" means Syndicate and Syndicate 58/6 including inter alia Syndicate 58/6 Scotch Whisky;

- “Effective Date”** means the date of execution of the Agreement;
- “Intellectual Property Rights”** means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world in relation to ;
- “Schedule”** means the schedule annexed hereto; and
- “Trade Marks”** means the trade marks registered and the trade mark applications filed in the names of ACM, as set out in the Schedule annexed and executed as relative hereto.

## 2 ASSIGNATION

- 2.1 ACM hereby assigns to SL the Trade Marks and all goodwill that exists in the Trade Marks as accrued to ACM and all rights, powers, privileges and immunities conferred on the proprietor thereof by the registration thereof and that free from all encumbrances, charges and securities and including the right to sue for damages and other remedies in respect of the infringement of the Trade Marks which may have occurred prior to the Effective Date.
- 2.2 ACM hereby assigns by way of assignation and future assignation to SL all of the Intellectual Property Rights in the Brand and all goodwill that exists in the Brand as accrued to ACM and all rights, powers, privileges and immunities conferred on the proprietor thereof by the registration thereof or otherwise and free from all encumbrances, charges and securities and including the right to sue for damages and other remedies in respect of the infringement of the Intellectual Property Rights in the Brand which may have occurred prior to the Execution Date;
- 2.3 ACM shall carry out all such actions and execute all such documents as SL may require in order for the Trade Marks and Intellectual Property Rights in the Brand to become fully vested in SL and, without prejudice to the foregoing generality, shall

execute such documentation as may be required pursuant to the rules and procedures of any public register in which the Trade Marks are detailed.

### **3 DELIVERABLES**

ACM shall deliver to SL, insofar as capable of delivery and not already in the possession of SL, all certificates, correspondence, agreements, records and technical information relating to the Trade Marks and Intellectual Property Rights in the Brand.

### **4 MISCELLANEOUS**

- 4.1 If any provision or term of this Assignment shall become or be declared illegal or unenforceable for any reason whatsoever such term or provision shall be severable from this Assignment and shall be deemed to be deleted therefrom.
- 4.2 This Assignment constitutes the entire agreement and understanding of the Parties in relation to its subject matter and supersede all prior oral or written representations, negotiations, agreements and understandings or arrangements previously entered into between them relating to the Patents. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained or referred to in this Assignment with respect to the Patents. No change may be made to this Assignment except in writing signed by a duly authorised representative of each Party.
- 4.3 No failure or delay on the part of either Party to exercise any right or remedy hereunder shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right of remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Assignment are cumulative and are not exclusive of any rights or remedies provided by law.
- 4.4 Both Parties acknowledge that in entering into this Assignment, they do not rely on any representation, warranty or other provision except as expressly provided herein and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

4.5 Any notice, communication or demand to be given or made under this Assignment shall be sent by facsimile or by recorded delivery post to the following addresses:

4.5.1 in the case of ACM to Dilston, Hill Road, Gullane, East Lothian EH31 2BE;

4.5.2 in the case of SL to 292 St Vincent Street, Glasgow G2 5TQ.

5 GOVERNING LAW AND JURISDICTION

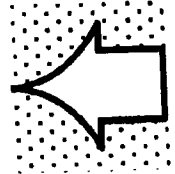
This Assignment shall be governed by and construed in accordance with the law of Scotland and the parties hereby prorogate the exclusive jurisdiction of the Scottish courts.

SUBSCRIBED by ALASTAIR MCINTOSH

at Dilston, Hill Road, Gullane

on 23rd July 2012

by Alastair McIntosh



in the presence of:

Witness.....Witness

Rowland Kerry Scovell.....Full Name  
ROWLAND KERRY SCOVELL

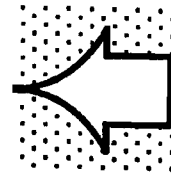
hedge Home.....Address

Hill Road  
Gullane.....

SUBSCRIBED by CHARLES MCINTOSH

at 10 CRAIGLEX DRIVE, EDINBURGH

on 24-7-12



by C. McIntar

in the presence of:

Witness .....Witness

Rowland Kerry Scovell Full Name  
ROWLAND KERRY SCOVELL

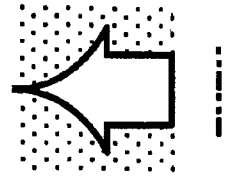
Large House Address  
Mill Road  
Gullane

SUBSCRIBED for and on behalf of SYNDICATE 58/6 LIMITED

at Dilston, Mill Road, Gullane

on 23rd July 2012

by Alastair Hutchison



in the presence of:

Witness .....Witness

Rowland Kerry Scovell Full Name  
ROWLAND KERRY SCOVELL

Large House Address  
Mill Road  
Gullane



This is the Schedule referred to in the foregoing Assignment by Alastair and Charles McIntosh in favour of Syndicate 58/6 Limited

**SCHEDULE**

**Trade Marks**

1. UK Trade Mark - Syndicate (word mark) - No 1143783 for goods in Class 33 filed on 12 November 1980.
2. US Trade Mark Application - Syndicate (word mark) - Serial No.8558282 filed on 23 March 2012.

Details of the above are attached hereto.