

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosc & Co Limited		02/23/2015	CORPORATION: NORTHERN IRELAND
RECEIVING PARTY DATA			
Name:	Diageo Brands B.V.		
Street Address:	Molenwerf 10-12		
City:	Amsterdam		
State/Country:	NETHERLANDS		
Postal Code:	1014 BG		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86433451	GEORGE ROE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	geoffrey@hemphillnoyes.com		
Correspondent Name:	Rosc & Co Limited		
Address Line 1:	105 Main Street		
Address Line 4:	Portrush, NORTHERN IRELAND BT56 8DA		
NAME OF SUBMITTER:	Geoffrey Hemphill		
SIGNATURE:	/Geoffrey Hemphill/		
DATE SIGNED:	03/26/2015		
Total Attachments: 11			
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DATED

23 February, 2015

ASSIGNMENT OF TRADE MARKS

between

ROSC & CO LIMITED

and

DIAGEO BRANDS B.V.

THIS AGREEMENT is dated 23rd February, 2015

PARTIES

- (1) **ROSC & CO LIMITED**, a company incorporated and registered in Northern Ireland with company number NI620739 whose registered office is at 105 Main Street, Conkey & Co, Portrush, Country Antrim, Northern Ireland BT56 8DA (**Assignor**).
- (2) **DIAGEO BRANDS B.V.** a company incorporated and registered in The Netherlands with company number 34138436 whose registered office is at Molenwerf 10-12, 1014 BG Amsterdam, The Netherlands (**Assignee**).

BACKGROUND

- (A) The Assignor was created to re-establish George Roe Irish whiskey and in partnership with selected media, brand and distillery partners, commercialise George Roe as a leading Irish whiskey.
- (B) The Assignor is the proprietor of, or applicant for, the Trade Marks (as defined below).
- (C) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this agreement and the Assignor has agreed to comply with the other terms of this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Northern Ireland are open for business.

Trade Marks: the registered trade marks and the applications short particulars of which are set out in Schedule 1.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes faxes but not email.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where any statement is qualified by the expression **so far as the Assignor is aware or to the Assignor's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. ASSIGNMENT

In consideration of the sum of 250,000 GBP (two hundred and fifty thousand pounds sterling) to be paid to the Assignor by bank transfer within 15 days of the date of this agreement, the Assignor hereby assigns to the Assignee absolutely all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business generated by the Assignor

relating to the goods or services in respect of which the Trade Marks are registered or used; and

- (c) 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 Trade Marks whether occurring before, on or after the date of this agreement.

3. VAT

- 3.1 All payments made by the Assignee under this agreement are exclusive of VAT.
- 3.2 If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.3 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.4 If the Assignee fails to comply with its obligation under this clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. WARRANTIES

The Assignor represents and warrants that:

- (a) So far as it is aware, the Assignor is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;
- (b) the Assignor has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;
- (c) each Trade Mark is free from any security interest, option, mortgage, charge or lien;
- (d) the Assignor has not acquiesced in the unauthorised use of any Trade Mark;
- (e) the Assignor is not aware of any infringement or likely infringement of any Trade Mark;
- (f) so far as the Assignor is aware, no claim has been made by a third party that disputes the right of the Assignor or the Assignee to use any Trade Mark;

- (g) the Assignor will not challenge in any way, whether directly or indirectly, any application by the Assignee to register the name GEORGE ROE or similar anywhere in the world or any resulting registration obtained by the Assignee anywhere in the world;
- (h) the Assignor will not challenge in any way, whether directly or indirectly, the ownership of the Trade Marks by the Assignee;
- (i) the Assignor has not applied and will not apply to register as a trade mark (other than the Trade Marks) or domain name the name GEORGE ROE or any similar name anywhere in the world;
- (j) the Assignor will not use the name GEORGE ROE or any similar name as a trade mark anywhere in the world after the signing of this agreement;
- (k) the Assignor will not procure, authorise, enable or assist any third party to do any of the aforesaid.

5. LIMITATIONS ON WARRANTIES

- 5.1 The Assignee agrees that the liability of the Assignor for all claims under this agreement shall not exceed £200,000.00 (two hundred thousand pounds).
- 5.2 Assignor shall not be liable for any claim or claims under this agreement unless Assignor's liability in respect of such claim or claims in aggregate exceeds £10,000.00 (ten thousand pounds), in which case the Assignor shall be liable for the whole amount claimed (and not just the amount by which the threshold in this paragraph 5.2 is exceeded).
- 5.3 The Assignee agrees that the Assignor is not liable for any claim under this agreement to the extent that the claim relates to matters disclosed to the Assignee in the disclosure letter of the same date as this agreement.
- 5.4 The Assignee agrees that the Assignor is not liable for any claim under this agreement, unless given by notice within the period of 20 (twenty) months from the date of execution of this agreement.

6. FURTHER ASSURANCE

- 6.1 At the Assignee's expense the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including registration of the Assignee as applicant or registered proprietor of the Trade Marks.

6.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks to the Assignee:

- (a) if legally required to do so, pay all applicable application, filing, registration and other fees as they fall due;
- (b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
- (c) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

7. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. ENTIRE AGREEMENT

8.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

- 10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 10.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. COUNTERPARTS

- 11.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 11.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this agreement. Without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 11.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

12. THIRD PARTY RIGHTS

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

13. NOTICES

Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office.

- 13.1 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

13.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

14. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 - Trade Marks

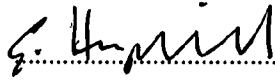
Part 1. Registered trade mark

	Class	Mark	Number	Specification of goods or services
UK	33	GEORGE ROE (word mark)	00003042311	Alcoholic beverages; spirits; whiskey
CTM	32,33, 35	GEORGE ROE (word mark)	013310371	Specification of goods or services
				<p><u>Class 32</u>: Beer and brewery products; Non-alcoholic beverages; Preparations for making beverages.</p> <p><u>Class 33</u>: Alcoholic beverages (except beer); Preparations for making alcoholic beverages; Liqueurs; Malt whisky; Whisky; Spirits [beverages]; Blended whisky; Distilled beverages; Cream liqueurs; Gin.</p> <p><u>Class 35</u>: Advertising, marketing and promotional services; Commercial trading and consumer information services; Retail services in relation to alcoholic beverages (except beer); Retail services in relation to non-alcoholic beverages; Wholesale services in relation to non-alcoholic beverages; Wholesale services in relation to preparations for making beverages; Retail services in relation to preparations for making beverages; Retail services in relation to preparations for making alcoholic beverages; Wholesale services in relation to alcoholic beverages (except beer); Wholesale services in relation to preparations for making alcoholic beverages.</p>

Part 2. Trade mark applications

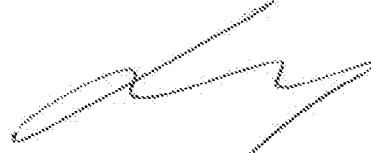
	Classes	Mark	Number	
USA	33	GEORGE ROE (word mark)	86433451	Alcoholic beverages, namely, flavor-infused whiskey, Irish whiskey, Spirits, Whiskey.

Signed by **GEOFFREY HEMPHILL**, a
director, for and on behalf of **ROSC &
CO LIMITED**

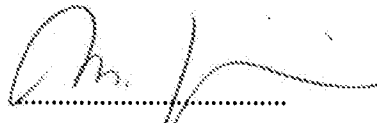


.....
Geoffrey Hemphill
Director

Signed by directors **SALVATORE
MARRAGONY** and **MARGA
GERICHHAUSEN**, for and on behalf of
DIAGEO BRANDS B.V.



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SALVATORE MARRAGONY
Director



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MARGA GERICHHAUSEN
Director