

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441276

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Ireland Spirits Company Limited		06/15/2017	Limited Liability Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Dublin Liberties Whiskey Company Limited		
<b>Street Address:</b>	Tullyroe, Mountrath Road		
<b>City:</b>	Abbeyleix, Co Laois		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Limited Liability Company: IRELAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3816491	THE DUBLIN LIBERTIES	
<b>Registration Number:</b>	4811243	THE DUBLIN'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123214299		
<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>			
<b>Phone:</b>	3123214200		
<b>Email:</b>	officeactions@brinksgilson.com		
<b>Correspondent Name:</b>	Brinks Gilson & Lione		
<b>Address Line 1:</b>	P.O. Box 10395		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60610		
<b>NAME OF SUBMITTER:</b>	Emily T. Kappers		
<b>SIGNATURE:</b>	/Emily T. Kappers/		
<b>DATE SIGNED:</b>	08/30/2017		
<b>Total Attachments: 7</b>			
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This agreement is dated 15 June 2017

- (1) **First Ireland Spirits Company Limited** incorporated and registered in Ireland with company number 196721 whose registered office is at Tullyroe, Mountrath Road, Abbeyleix, Co Laois (**Assignor**)
- (2) **The Dublin Liberties Whiskey Company Limited** incorporated and registered in Ireland with company number 519122 whose registered office is at Tullyroe, Mountrath Road, Abbeyleix, Co Laois (**Assignee**)

## BACKGROUND

- (A) The Assignor owns the intellectual property rights in the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign to the Assignee the Trade Marks and the Intellectual Property Rights (as defined below) in the Brands (as defined below) on the terms set out in this agreement.

## IT IS AGREED AS FOLLOWS:

### 1. Interpretation

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

#### 1.1 Definitions:

**Assigned Rights:** the Trade Marks and all the Intellectual Property Rights set out in the Schedule.

**Brands:** the 'Dubliner' and 'Dublin Liberties' brands together with brands embodying these brands.

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

**day:** a period of 24 consecutive hours ending at 12.00 midnight.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or

forms of protection which subsist or will subsist now or in the future in any part of the world.

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

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement. 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. References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 This agreement shall be binding on, and enure 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.
- 1.5 A reference to **writing** or **written** includes faxes and email. 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. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

## **2. Assignment**

- 2.1 In consideration of the sum of €100 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:
  - (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Trade Marks;

- (b) all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services for which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend or 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 arising from ownership, of any of the Assigned Rights, whether occurring before, on, or after the date of this agreement.

**3. VAT**

If VAT is chargeable in connection with the transfer of the Assigned Rights under this agreement, the Assignee shall pay the Assignor the amount of that VAT immediately on receipt of the relevant VAT invoice together with a copy of confirmation from the Revenue Commissioners that VAT is payable.

**4. Further assurance**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

**5. 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.

**6. Entire agreement**

- 6.1 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.
- 6.2 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 [or negligent misstatement] based on any statement in this agreement.

**7. Variation**

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

**8. Severance**

8.1 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.

8.2 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.

**9. Counterparts**

9.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.2 No counterpart shall be effective until each party has executed at least one counterpart.

**10. Third-party rights**

10.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**11. Governing law**

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

**12. Jurisdiction**

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

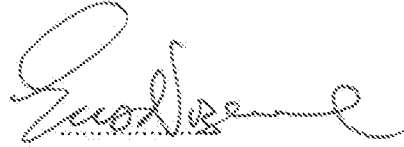
This contract has been entered into on the date stated at the beginning of it.

Signed for and on behalf of  
**First Ireland Spirits  
Company Limited**



Director

Signed for and on behalf of  
**Dublin Liberties Whiskey  
Company Limited**



Director

Schedule 1 Registered trade marks and applications

Owner Details	Title	Country	Official No.	Case Status	Local Classes
First Ireland Spirits Company Limited	DUBLIN LIBERTIES / DUBLINS LIBERTIES / DUBLIN'S LIBERTIES / THE DUBLIN LIBERTIES (Series of Four)	Ireland	239745	Registered	33
First Ireland Spirits Company Limited	DUBLINER / DUBLINERS / THE DUBLINER (Series of 3)	Ireland	238234	Registered	33
First Ireland Spirits Company Limited	THE DUBLIN LIBERTIES	European Union	015496342	Provisionally refused	43
First Ireland Spirits Company Limited	THE DUBLIN LIBERTIES	European Union	012913554	Registered	33
First Ireland Spirits Company Limited	THE DUBLIN LIBERTIES	Ireland	255212	Registered	43
First Ireland Spirits Company Limited	THE DUBLIN LIBERTIES	United States of America	3816491	Registered	33
First Ireland Spirits Company Limited	THE DUBLINER	Canada	903671	Registered	33
First Ireland Spirits Company Limited	THE DUBLINER	China	18933997	Application accepted	33



Owner Details	Title	Country	Official No.	Case Status	Local Classes
First Ireland Spirits Company Limited	THE DUBLINER	European Union	006810048	Registered	33
First Ireland Spirits Company Limited	THE DUBLINER	Japan	2016-072467	Filed	33
First Ireland Spirits Company Limited	THE DUBLINER	Mexico	1481198	Registered	33
First Ireland Spirits Company Limited	THE DUBLINER Label (in colour)	Australia	1385419	Registered	32,33
First Ireland Spirits Company Limited	THE DUBLINER Stylised	European Union	009361718	Registered	32,33
First Ireland Spirits Company Limited	THE DUBLINER Stylised	New Zealand	830195	Registered	32,33
First Ireland Spirits Company Limited	THE DUBLIN'S Label	European Union	013222799	Registered	33
First Ireland Spirits Company Limited	THE DUBLIN'S Label	United States of America	4811243	Registered	33
First Ireland Spirits Company Limited	THE DUBLIN'S Label (Series of Two)	Ireland	250377	Registered	33