

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	License Termination with Regard to One Trademark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chivas Holdings (IP) Limited		09/29/2017	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHIVAS BROTHERS LIMITED		
<b>Street Address:</b>	111-113 Renfrew Road, Paisley		
<b>City:</b>	Scotland		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	PA3 4DY		
<b>Entity Type:</b>	Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0318813	HOUSE OF LORDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027568087		
<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>	202.756.8000		
<b>Email:</b>	Washington_IP_Docket@mwe.com		
<b>Correspondent Name:</b>	Robert W. Zelnick		
<b>Address Line 1:</b>	500 North Capitol Street, N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	Robert W. Zelnick		
<b>SIGNATURE:</b>	/Robert W. Zelnick/		
<b>DATE SIGNED:</b>	10/05/2017		
<b>Total Attachments: 8</b>			
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**AGREEMENT TO TERMINATE THE CONFIRMATORY LICENSE AGREEMENT  
ONLY WITH RESPECT TO U.S. TRADEMARK REGISTRATION NO. 0318813**

This Agreement for Termination of the Confirmatory License Agreement (the "Agreement") is effective as of the 20th day of July 2016 ("Effective Date"), by and between Chivas Holdings (IP) Limited ("CHIP"), a company incorporated in Scotland under the Companies Act and having its registered office at 111-113, Renfrew Road, Paisley, Renfrewshire, PA3 4DY, Scotland, United Kingdom (the "Licensor") and CHIVAS BROTHERS LIMITED, a company incorporated in Scotland under the Companies Act and having its registered office at 111-113 Renfrew Road, Paisley PA3 4DY, Scotland, United Kingdom (the "Licensee"), collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into the Confirmatory License Agreement on the 16<sup>th</sup> day of December 2010, a copy of which is attached hereto as Exhibit A, (the "Confirmatory License Agreement") to confirm in writing an earlier license agreement (the "License Agreement"), which was entered into between the Parties on the 30<sup>th</sup> day of June 2004, to provide for the use of certain Licensor-owned Intellectual Property by Licensee, collectively referred to herein as the "Licenses";

WHEREAS, the Confirmatory License Agreement was recorded in the U.S. Patent and Trademark Office Assignments Branch on the 23<sup>rd</sup> day of December 2010, at Reel/Frame No. 4440/0783;

WHEREAS, the Confirmatory License Agreement affected four (4) U.S. Intellectual Property Registrations, but this Agreement only applies to U.S. Trademark Registration No. 0318813; and

WHEREAS, the Parties both now wish to terminate the portion of the Licenses with respect to U.S. Trademark Registration No. 0318813 for HOUSE OF LORDS, and they each believe it is in their interest and benefit to do so.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Licenses, the Parties hereby agree that the Licenses are terminated only with respect to U.S. Trademark Registration No. 0318813 for HOUSE OF LORDS as of the Effective Date of this Agreement.

2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

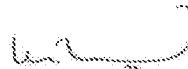
3. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and assigns, any rights, obligations or liabilities under or by reason of this Agreement.

4. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives identified below:

CHIVAS HOLDINGS (IP) LIMITED

By:



Name: Eve-Marie WILMANN-COURTEAU

Title: Attorney in Fact

Date: 8/30/2017

CHIVAS BROTHERS LIMITED

By:



Name: ~~Sophie~~ REGISSER

Title: Attorney in fact

Date: 8/30/2017

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# EXHIBIT A

## CONFIRMATORY LICENCE AGREEMENT

This confirmatory licence agreement is made this *16* day of *December* 2010.

### BETWEEN

- (1) Chivas Holdings (IP) Limited ("CHIP") a company incorporated in Scotland under the Companies Act and having its registered office at 111-113, Renfrew Road, Paisley, Renfrewshire, PA3 4DY, Scotland, United Kingdom (the "Licensor"); and
- (2) CHIVAS BROTHERS LIMITED (formerly named Chivas Brothers Pernod Ricard Limited), a company incorporated in Scotland under the Companies Act and having its registered office at 111-113 Renfrew Road, Paisley PA3 4DY, Scotland, United Kingdom (the "Licensee")

### WHEREAS:

- (A) CHIP ("the Purchaser") acquired the IP rights of Chivas Brothers Pernod Ricard Limited (now re-registered as unlimited and renamed as Chivas Brothers Pernod Ricard), Chivas Brothers (Europe) Limited, Chivas Brothers (Japan) Limited and Chivas Brothers (Americas) Limited ("the Vendors");
- (B) Prior to the acquisition by CHIP, exclusive licences existed between the Vendors as licensors on the one hand and Chivas Brothers Limited as licensee on the other;
- (C) By virtue of the terms of the licences, the subsequent licence transfer agreements between the parties at A) and the consent of Chivas Brothers Limited to the assignation, CHIP is now the Licensor;
- (D) For the purposes of recording the Licence Agreements (the "Licence Agreement"), the parties have agreed to confirm herein the earlier licence agreements in writing.

NOW THEREFORE it is hereby confirmed as follows:-

1. The Licence Agreement came into force at midnight on 30 June 2004 (the "Grant Date") and unless terminated under the other terms of the Licence Agreement, as set out herein, shall remain in force for twenty five years.
2. The licence granted by the Licence Agreement is exclusive and royalty-free.
3. The Licence Agreement applies to the IP rights appearing in the attached schedule and, any and all intellectual property or industrial rights of any description anywhere in the world including any patents, trade marks, domain names, registered designs, copyright (including without limitation to the foregoing generality rights in computer software, object and source code), rights in the nature of copyright, database rights, semiconductor topography rights, unregistered design rights, rights in and to trade names, business names, product names and logos, inventions, databases, discoveries, specifications, formulae, processes, know how, trade secrets, confidential information

**TRADEMARK**

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and any analogous or similar right in any jurisdiction (whether any such right referred to in this definition are registered, unregistered, registerable or not and any applications or rights to apply for registration of any of them together with any registered rights resulting from any such applications or rights to apply for registration).

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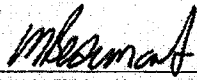
9.



IN WITNESS WHEREOF the parties hereto have caused this Confirmatory Licence Agreement to be duly executed

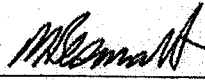
at London this 16<sup>th</sup> day of December 2010

For Chivas Holdings (IP) Limited



Name: Michelle Louise Beaumont  
Position: Director of IP Legal

For CHIVAS BROTHERS LIMITED



Name: Michelle Louise Beaumont  
Position: Director of IP Legal

**Schedule of IP Registrations - United States of America**

<b>Title</b>	<b>Registered Owners</b>	<b>Filing Date</b>	<b>Filing Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
CHIVAS REGAL 12YO 2009 silver box, no wording	Chivas Holdings (IP) Limited	11 Jun 2009	77/757261		
CHIVAS LION & SWIRLY Device	Chivas Holdings (IP) Limited	01 Oct 2009	77/838933		
CHIVAS REGAL 12YO 2009 Silver Box	Chivas Holdings (IP) Limited	29 May 2009		16 Jun 2009	VAu001011583
HOUSE OF LORDS	Chivas Holdings (IP) Limited	29 Nov 1933	71/344305	06 Nov 1934	0318813