

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Domecq Spirits & Wine Limited		10/02/2017	UK Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Exchangelaw(703) Limited		
Street Address:	c/o Macdonald Henderson Limited, Standard Buildings		
Internal Address:	94 Hope Street		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G2 6PH		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4188218	MACNAIR'S	
CORRESPONDENCE DATA			
Fax Number:	2023317707		
<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>			
Phone:	2024861578		
Email:	tm@potomaclaw.com, jsatterthwaite@potomaclaw.com		
Correspondent Name:	Janet Satterthwaite		
Address Line 1:	Potomac Law Group		
Address Line 2:	Suite 700, 1300 Pennsylvania Ave NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Janet F. Satterthwaite		
SIGNATURE:	/Janet F. Satterthwaite/		
DATE SIGNED:	11/19/2017		
Total Attachments: 8			
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SHEPHERD+ WEDDERBURN

ASSIGNATION OF TRADE MARKS
by
ALLIED DOMEQ SPIRITS & WINE LIMITED
in favour of
EXCHANGELAW (703) LIMITED

THIS ASSIGNATION OF TRADE MARKS is delivered
on 2017

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ASSIGNATION OF INTELLECTUAL PROPERTY RIGHTS

by

ALLIED DOMEQ SPIRITS & WINE LIMITED (registered in England and Wales under number 703977 whose registered office is at Chivas House, 72 Chancellors Road, London, W6 9RS ("Assignor");

in favour of

EXCHANGELAW (703) LIMITED incorporated and registered in Scotland with company number 559073 whose registered office is at c/o Macdonald Henderson Limited, Standard Buildings, 94 Hope Street, Glasgow, G2 6PH ("Assignee").

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks (as defined below); and
- (B) By the Asset Sale Agreement (as defined below) the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Agreement.

Agreed terms

1. Interpretation

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

1.1 Definitions:

"Asset Sale Agreement" the agreement between the Assignor, Assignee, Chivas Brothers Limited, Chivas Holdings (IP) Limited and William Walker dated 12 July 2017 for the sale and purchase of (1) the business and assets relating to the Glenallachie Distillery and the rights relating to the Glenallachie Whisky brand and (2) the rights relating to the White Heather and MacNair's Whisky brands;

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

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

1.3 The Schedule forms 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 Schedule.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Assignment

2.1 Pursuant to and for the consideration set out in the Asset Sale Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks, including:

2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and

2.1.2 all statutory and common law rights attaching to the Trade Marks; and

2.1.3 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

subject to indemnifying the Assignor against any and all claims, loss and damage it incurs or suffers as a result of any of the foregoing.

2.2 Save as set out in the Asset Sale Agreement, and subject to the provisions thereof, no representation, warranty or assurance in respect of the rights assigned or the Trade Marks is given herein.

3. Further assurance

3.1 Each party at its own expense shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

3.2 The Assignee shall bear all costs associated with any registration hereof in the relevant registers for the Trade Marks.

4. Counterparts

4.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts.

4.2 Where executed in counterparts:

- 4.2.1 this Agreement will not take effect until each of the counterparts has been delivered;
- 4.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
- 4.2.3 the date of delivery may be inserted on page 1 in the blank provided for the effective date.

5. Governing law and Jurisdiction

5.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland.

5.2 The parties submit to the exclusive jurisdiction of the courts of Scotland as regards any claim, dispute or matter arising out of or relating to this Agreement or any of the documents to be executed pursuant to this Agreement.

5.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Agreement being served on it in accordance with the provisions of this Agreement relating to service of notices. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages and the schedule annexed have been subscribed as follows with an effective date of 2 October 2017:

Subscribed for and on behalf of **ALLIED DOMECQ SPIRITS & WINE LIMITED**

By  **STUART MACFADY**

At 1 West Regent Street Glasgow

On 2 October 2017

in the presence of


.....
WITNESS

Witness

.....
111-113 RENFREW ROAD, PAISLEY

Witness Name /Address

.....

Subscribed for and on behalf of EXCHANGELAW (703) LIMITED

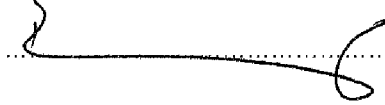
By *Patricia B Savage*

At 1 West Regent Street Glasgow

On 2 October 2017

in the presence of

David Boyd M GE.



Witness Name



Witness Address

MacDONALD WENDERSON
SOLICITORS
STANDARD BUILDINGS
94 HOPE STREET
GLASGOW G2 6PH
DX. GW 285




This is the Schedule referred to in the foregoing assignment of Trade Marks between Allied Domecq Spirits & Wine Limited and Exchangelaw (703) Limited dated 2 October 2017

THE SCHEDULE TRADE MARKS

MACNAIRS TRADE MARKS:

Trademark	Logo	Country	Classes	Registered Owners	Filing Date	Filing Number	Reg. Date	Reg. Number	Next Renewal Due
HARVEY MACNAIR		European Union	32;33;43	Allied Domecq Spirits & Wine Limited (Chivas Address)	14 janv 2011	009660952	26 mai 2011	009660952	14 janv 2021
HARVEY MACNAIR'S & Co. Ltd device		European Union	16;32;33	Allied Domecq Spirits & Wine Limited (Chivas Address)	19 nov 2010	009538281	30 mars 2011	009538281	19 nov 2020
HARVEY MACNAIR'S & Co. Ltd device		France	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	19 nov 2010	10/378364 5	25 mars 2011	10/378364 5	19 nov 2020
MACNAIR'S		Albania	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	25 mars 2002	Al-M-02- 00141	24 juin 2003	9381	25 mars 2022
MACNAIR'S		Bosnie- Herzegovin a	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	15 mars 2002	BAZ025835 A	20 mars 2007	BAZ025835	15 mars 2022
MACNAIR'S		Bulgaria	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	19 mars 2002	58596	14 oct 2003	45768	19 mars 2022
MACNAIR'S		Colombia	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	06 juin 1995	95024394	17 août 2001	239572	17 août 2021
MACNAIR'S		Croatia	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	18 mars 2002	Z20020369 A	29 nov 2002	Z20020369	18 mars 2022

Trademark	Logo	Country	Classes	Registered Owners	Filing Date	Filing Number	Reg. Date	Reg. Number	Next Renewal Due
MACNAIR'S		Czech Republic	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	13 jul 1995	101964	31 janv 1997	197021	13 jul 2025
MACNAIR'S		European Union	32;33;43	Allied Domecq Spirits & Wine Limited (Chivas Address)	05 oct 2010	009425182	21 févr 2011	009425182	05 oct 2020
MACNAIR'S		France	32;33;43	Allied Domecq Spirits & Wine Limited (Chivas Address)	18 oct 2010	10/3775157	25 févr 2011	10/3775157	18 oct 2020
MACNAIR'S		Japan	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	10 juin 1974	63-044592	31 janv 1992	2370064	31 janv 2022
MACNAIR'S		Lithuania	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	18 mars 2003	20030561	08 sept 2004	48419	18 mars 2023
MACNAIR'S		Macedonia (F.Y.R.)	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	15 mars 2002	20020188	05 juin 2006	11245	15 mars 2022
MACNAIR'S		Mauritius	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	25 mai 1995		25 mai 1995	A/37 NO. 266	25 mai 2026
MACNAIR'S		Montenegro	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	16 déc 2011	Z-302/02	08 nov 2004	10330	15 mars 2022
MACNAIR'S		Paru	33	Allied Domecq Spirits & Wine Limited (Bristol Addr)	29 mars 1994	240020	18 jul 1994	008550	18 jul 2024
MACNAIR'S		Poland	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	19 janv 1995	142572	19 janv 1995	95444	19 janv 2025
MACNAIR'S		Russian Federation	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	23 déc 2002	2002733177	26 déc 2003	260791	23 déc 2022
MACNAIR'S		Serbia	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	15 mars 2002	Z-302/2002	08 nov 2004	47638	15 mars 2022
MACNAIR'S		Slovakia	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	21 jul 1995	2084-95	17 août 1998	181869	21 jul 2025
MACNAIR'S		Turkey	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	25 mars 2002	2002/008181	25 mars 2002	2002006181	25 mars 2022

Trademark	Logo	Country	Classes	Registered Owners	Filing Date	Filing Number	Reg. Date	Reg. Number	Next Renewal Due
MACNAIR'S		Ukraine	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	20 mars 2003	2003032727	15 mars 2005	48272	20 mars 2023
MACNAIR'S		United States Of America	32;33	Allied Domecq Spirits & Wine Limited (Chivas Address)	06 jun 2011	85338543	07 août 2012	4188218	07 août 2022
MACNAIR'S		Venezuela	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	21 oct 1969	1966-003797	21 oct 1969	56125	21 oct 2024
MACNAIR'S HIGHLAND WHISKY LABEL		United Kingdom	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	26 nov 1907	298370	26 nov 1907	298370	26 nov 2025
MACNAIRS		Moldova (Rep)	32;33;43	Allied Domecq Spirits & Wine Limited (Chivas Address)	24 mars 2010	028840	11 mai 2011	21367	24 mars 2020
MacNAIR'S label		European Union	16;32;33	Allied Domecq Spirits & Wine Limited (Chivas Address)	19 nov 2010	009538257	27 mai 2011	009538257	19 nov 2020
MacNAIR'S label		France	33	Allied Domecq Spirits & Wine Limited (Chivas Address)	22 nov 2010	10/3784113	20 mai 2011	103784113	22 nov 2020