

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halewood International Brands Limited		03/05/2019	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Aber Falls Distillery Limited		
Street Address:	The Sovereign Distillery, Wilson Road		
Internal Address:	Huyton Business Park		
City:	Liverpool		
State/Country:	UNITED KINGDOM		
Postal Code:	L36 6AD		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5283994	ABER FALLS	
CORRESPONDENCE DATA			
Fax Number:	7072556876		
<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:	7072527122		
Email:	tmdept@dpf-law.com		
Correspondent Name:	J. Scott Gerien		
Address Line 1:	1455 First Street, Suite 301		
Address Line 4:	Napa, CALIFORNIA 94559		
ATTORNEY DOCKET NUMBER:	HALE2-018 4/12/19		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	04/12/2019		
Total Attachments: 6			
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DATED 5 MARCH 2019

DEED OF ASSIGNMENT

between

HALEWOOD INTERNATIONAL BRANDS LIMITED

and

ABER FALLS DISTILLERY LIMITED

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1. TRADE MARKS 4

THIS AGREEMENT is dated 5 March 2019

PARTIES

- (1) HALEWOOD INTERNATIONAL BRANDS LIMITED incorporated and registered in the United Kingdom with company number 03896214 whose registered office is at The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD, United Kingdom (**Assignor**).
- (2) ABER FALLS DISTILLERY LIMITED incorporated and registered in the United Kingdom with company number 10842166 whose registered office is at The Sovereign Distillery, Wilson Road, Huyton Business Park, Liverpool, Merseyside, L36 6AD, United Kingdom (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the trade mark applications and registrations listed in the 0 (**Trade Marks**). The Assignor is also the proprietor of copyright used in connection with and associated with the Trade Marks listed, including in the designs of labels and artwork associated with the Trade Marks ("Copyright), and any unregistered design rights associated with the Trade Marks listed ("Unregistered Design Rights")
- (B) The Assignor has agreed to assign all its rights in and to the Trade Marks, Copyright and Unregistered Design Rights to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £1.00 paid by the Assignee to the Assignor (receipt and sufficiency of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks, Copyright and Unregistered Design Rights and all and any rights in and to the Trade Marks including all statutory and common law rights and all goodwill attaching to the Trade Marks, Copyright and Unregistered Design Rights.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks, Copyrights and Unregistered Design Rights (including proceedings against any third party for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Mark), including the right to sue for past infringements and to retain any damages or other benefit obtained as a result of such action.
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks, Copyright and Unregistered Design Rights and the Assignee shall indemnify the Assignor in respect

of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

3. **TRANSFER OF TITLE**

3.1 Each party will at its own cost:

3.2.1 execute all such documents and do all such acts and things; and

3.2.2 procure that all relevant third parties execute all such documents and do all such acts and things as the other party may reasonably request from time to time in order to give full effect to the provisions of this Deed (including the rights given under it), including vesting fully in ABER FALLS DISTILLERY LIMITED the full right, title and interest in the Trade Marks, including, without limitation, the registered ABER FALLS DISTILLERY LIMITED as applicant or registered proprietor of the Trade Marks.

3.3 HALEWOOD INTERNATIONAL BRANDS LIMITED appoints ABER FALLS DISTILLERY LIMITED to be its attorney in his name and on its behalf to execute documents, use HALEWOOD INTERNATIONAL BRANDS LIMITED'S name and do all things which are necessary or desirable for HALEWOOD INTERNATIONAL BRANDS LIMITED to obtain for itself or its nominee the full benefit of this Deed. This power of attorney is irrevocable and is given by way of security to secure the performance of HALEWOOD INTERNATIONAL BRANDS LIMITED'S obligations under this Deed and the proprietary interest of ABER FALLS DISTILLERY LIMITED in the Trade Marks and so long as such obligations of HALEWOOD INTERNATIONAL BRANDS LIMITED remain undischarged, or ABER FALLS DISTILLERY LIMITED has such interest, the power may not be revoked by HALEWOOD INTERNATIONAL BRANDS LIMITED, save with the consent of ABER FALLS DISTILLERY LIMITED.

4. **GOVERNING LAW AND JURISDICTION**

This assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts.

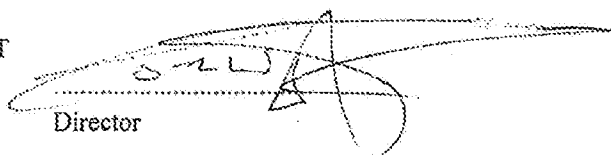
This agreement has been entered into on the date stated at the beginning of it.

Signed by NICOLA FERGUSON
for and on behalf of HALEWOOD
INTERNATIONAL BRANDS LIMITED



Director

Signed by CHRISTOPHER JAMES WRIGHT
for and on behalf of ABER FALLS
DISTILLERY LIMITED



Director

Schedule of Trade Marks

TRADE MARKS

Short title	Country Name	Filing Number	Filing Date	Reg Number	Classes	Status
ABER FALLS	China	21034669	19 Aug 2016	21034669	32, 33	Registered (active)
ABER FALLS	European Union	15744551	11 Aug 2016	15744551	32, 33	Registered (active)
ABER FALLS	Ireland	2016/02582	08 Dec 2016	257290	32,33	Registered (active)
ABER FALLS	Russian Federation	2016730572	19 Aug 2016	621142	32, 33	Registered (active)
ABER FALLS	South Africa	2016/23134	16 Aug 2016		32	Pending
ABER FALLS	South Africa	2016/23135	16 Aug 2016		33	Pending
ABER FALLS	United Kingdom	3161713	27 Apr 2016	3161713	32, 33	Registered (active)
ABER FALLS	United States of America	87149254	25 Aug 2016	5283994	32, 33	Registered (active)
ABER FALLS	United States of America	87149254	25 Aug 2016	5283994	32, 33	Registered (active)
ABER FALLS Chinese Characters 阿贝瀑布	China	30905202	15 May 2018		32	Pending
ABER FALLS Chinese Characters 阿贝瀑布	China	30905201	15 May 2018		33	Pending
CLWB LLECHI	United Kingdom	3251618	21 Aug 2017	3251618	32,33	Registered (active)
DERWYDD	European Union	15405079	03 May 2016	15405079	33	Registered (active)
DERWYDD	United Kingdom	3251599	21 Aug 2017	3251599	32	Registered (active)
GWENLLIAN	United Kingdom	3266984	30 Oct 2017	3266984	33	Registered (active)