

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545344

<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>
Biggar & Leith, LLC,		06/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chivas Holdings (IP) Limited		
<b>Street Address:</b>	111-113 Renfrew Road		
<b>City:</b>	Paisley, Renfrewshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	PA3 4DY		
<b>Entity Type:</b>	Corporation: SCOTLAND		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5333039	MALFY	
<b>Registration Number:</b>	5631745	MALFY G.Q.D.I. GIN ORIGINALE	
<b>Registration Number:</b>	5429870	MALFY G.Q.D.I. ORIGINALE	
<b>Registration Number:</b>	5013987	MALFY GQDI	
<b>Registration Number:</b>	5167353	MALFY GQDI GIN CON LIMONE ITALY MALFY GQ	
<b>Registration Number:</b>	5167352	ITALY GQDI	
<b>Serial Number:</b>	88334496	MALFY	
<b>Serial Number:</b>	88333258	MALFY G.Q.D.I.	
<b>Serial Number:</b>	88333250	MALFY G.Q.D.I.	
<b>Serial Number:</b>	88333252	MALFY G.Q.D.I.	
<b>Serial Number:</b>	88331270	ITALY G.Q.D.I.	
<b>Serial Number:</b>	88339720	MALFY G.Q.D.I.	
<b>Serial Number:</b>	88331274	MALFY GIN QUALITÀ DISTILLATO ITALIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3147255754		
<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>	314-725-9100		
<b>Email:</b>	jsoifer@sandbergphoenix.com		
<b>TRADEMARK</b>			

CH \$340.00 5333039

**Correspondent Name:** JONATHAN P SOIFER  
**Address Line 1:** SANDBERG PHOENIX & VON GONTARD, P.C.  
**Address Line 2:** 120 S. CENTRAL AVE., SUITE 1600  
**Address Line 4:** CLAYTON, MISSOURI 63105

**NAME OF SUBMITTER:** Jonathan P Soifer

**SIGNATURE:** /jonathan p soifer/

**DATE SIGNED:** 10/16/2019

**Total Attachments: 8**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") made this 20th day of June, 2019 by and between Biggar & Leith, LLC, a Delaware limited liability company having a business address at 10 Princeton Place, Montclair, New Jersey 07042 ("Assignor"), and Chivas Holdings (IP) Limited, a company organized and existing under the laws of Scotland, with company registration number SC331555 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademark Applications and Registrations set forth in Schedule A attached hereto (the "Marks"), as well as all common law rights in and to said Marks and any and all existing and future Trademark registrations and applications related to said Marks;

WHEREAS, Assignor and Chivas Brothers Limited, a company organized and existing under the laws of Scotland, with company registration number SC268758 having a business address at 111-113 Renfrew Road, Paisley, Renfrewshire, PA3 4DY, United Kingdom ("Purchaser"), and certain other parties have entered into that certain Asset Purchase Agreement, dated as of April 16, 2019, as supplemented by that certain letter, dated the same date hereof, from Assignor to Purchaser, Re: Asset Purchase Agreement dated as of April 16, 2019 (as so supplemented, the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the provisions of the Asset Purchase Agreement, among other things, Assignor has agreed to assign all rights in and to the Marks to Purchaser, and Purchaser has agreed to acquire all rights in and to the Marks, including any and all common law rights in and to the Marks, and any and all registrations and applications related thereto, upon the terms and conditions of the Asset Purchase Agreement and as set forth herein; and

WHEREAS, pursuant to the Asset Purchase Agreement, Purchaser may designate one or more Affiliates (as defined in the Asset Purchase Agreement) to acquire the Marks, and Purchaser has so designated Assignee.

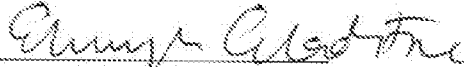
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, all right, title and interest throughout the world, in and to said Marks, together with all of the goodwill of the business symbolized by said Marks, and together with the right to recover damages and profits and all other remedies for past and future infringements thereof.

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNOR

BIGGAR & LEITH, LLC

By: 

Name: Elwyn Gladstone

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

ASSIGNEE

CHIVAS HOLDINGS (IP) LIMITED

By: 


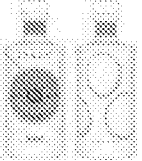
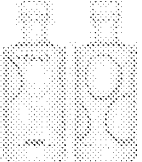
Name: STUART MACNAMIS

Title: DIRECTOR

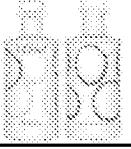
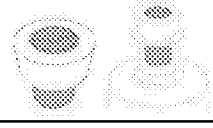
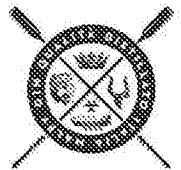
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**Schedule A**

**United States Registrations**

MARK	Registration No.	Class and Goods
MALFY	5,333,039	Class 33: Gin
MALFY G.Q.D.I. GIN ORIGINALE	5,631,745	Class 33: Gin
MALFY G.Q.D.I. ORIGINALE (stylized and/or with design) 	5,429,870	Class 33: Gin
MALFY GQDI	5,013,987	Class 33: Gin
Trade Dress (Color with Label Design) 	5,167,353	Class 33: Gin
Trade Dress (Color with no Label Design) 	5,167,352	Class 33: Gin

**United States Applications**

MARK	Serial No.	Class and Goods
MALFY	88/334,496	Class 18: Beach umbrellas; patio umbrellas; parasols
MALFY G.Q.D.I.	88/333,258	Class 9: Sunglasses; cases for sunglasses
MALFY G.Q.D.I.	88/333,250	Class 21: Wine glasses; drinking glasses; beverage glassware; drinking glasses, namely, tumblers; stemware; serving trays; ice buckets
MALFY G.Q.D.I.	88/333,252	Class 25: t-shirts
Trade Dress (Black & White) 	88/331,270	Class 33: Gin
Cork Design Trade Dress 	88/339,720	Class 33: Gin
MALFY GIN QUALITÀ DISTILLATO ITALIA Crest Mark 	88/331,274	Class 33: Gin

**Foreign National Registrations**

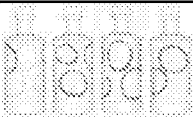
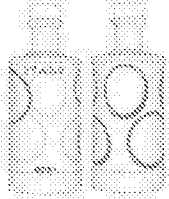


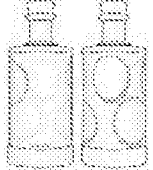
Country	Mark	Registration No.	Class and Goods
Brazil	MALFY GQDI	911159029	Class 33: Gin
Brazil	MALFY	912103787	Class 33: Gin
Canada	MALFY	TMA1,016,458	Class 33: Gin
Canada	MALFY G.Q.D.I.	TMA963,472	Class 33: Gin
Chile	MALFY	1261201	Class 33: Gin
Chile	MALFY GQDI	1256748	Class 33: Gin
Dominican Republic	MALFY	240640	Class 33: Gin
Dominican Republic	MALFY GQDI	238705	Class 33: Gin
European Union	Trade Dress (Black & White) 	6308888-0001	Class 33: Gin
Hong Kong	MALFY	304000256	Class 33: Gin
Hong Kong	MALFY GQDI	304000238	Class 33: Gin
Peru	MALFY	00249853	Class 33: Gin
Peru	MALFY GQDI	00249854	Class 33: Gin
South Africa	MALFY GQDI	2016/02964	Class 33: Gin
South Africa	MALFY	2017/00416	Class 33: Gin
Taiwan	MALFY	1899032	Class 33: Gin

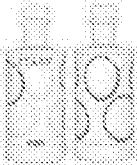
**Foreign National Applications**

Assignor and Assignee agree that, in the event that any filing identified below cannot be assigned upon Closing, such Mark will be assigned by Assignor to Assignee immediately after such Application or resulting registration may be assigned, pursuant to a trademark assignment in a form substantially similar to the Trademark Assignment to which this Schedule A is attached:

Country	Mark	Application No.	Class and Goods
Argentina	MALFY	3644040	Class 33: Gin
Aruba	MALFY	190322.28	Class 33: Gin
Australia	Trade Dress (Black & White)	1996606	Class 33: Gin; spirits



Country	Mark	Application No.	Class and Goods
			
Bahamas	MALFY	42807	Class 33: Gin
Bermuda	MALFY	57630	Class 33: Gin
Canada	Trade Dress (Black & White) 	1,951,159	Class 33: Gin
China	Trade Dress 	38874823	Class 33: Gin
Costa Rica	MALFY	2019-002331	Class 33: Gin
Curacao	MALFY	D-190071	Class 33: Gin
Ecuador	MALFY	2019-17563	Class 33: Gin
India	Trade Dress (Black & White) 	418 5288	Class 33: Gin
Jamaica	MALFY	Filed – awaiting App. No.	Class 33: Gin
Japan	Trade Dress (Black & White) 	2019-040029	Class 33: Gin
Jordan	MALFY	10222	Class 33: Gin
Lebanon	MALFY	TBD – pending.	Class 33: Gin
Malaysia	MALFY	TM2019008716	Class 33: Gin
Mauritius	MALFY	MU/M/2019/28977	Class 33: Gin
Nigeria	MALFY	F/TM/O/2017/112834	Class 33: Gin
Paraguay	MALFY	1846598	Class 33: Gin
Puerto Rico	MALFY	217583-33-0	Class 33: Gin
Puerto Rico	MALFY GQDI	217582-33-0	Class 33: Gin

Country	Mark	Application No.	Class and Goods
South Africa	Trade Dress (Black & White) 	2019/08211	Class 33: Gin
Thailand	MALFY	170117110	Class 33: Gin
United Arab Emirates	MALFY	TBD – pending.	Class 32: Beverages

**International Registrations before WIPO**

Mark	Registration No.	Designations (Granted)	Designations (Pending)	Class and Goods
MALFY	1322701	Australia, Caribbean Netherlands (Bonaire, Sint Eustatius, Saba), China, Colombia, European Union, Ghana, Iceland, India, Israel, Japan, Kenya, Mexico, New Zealand, Norway, Russia, South Korea, Switzerland	Indonesia, Ukraine, Vietnam	Class 33: Gin
MALFY GQDI	1251715	Australia, Colombia, European Union, Iceland, Israel, Japan, Mexico, New Zealand, Norway, Russia, South Korea, Switzerland		Class 33: Gin