

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578913

<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>
Morrison Bowmore Distillers Limited		01/31/2019	Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beam Suntory UK Limited		
<b>Street Address:</b>	2 Longwalk Road, Stockley Park		
<b>City:</b>	Uxbridge, Middlesex		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	UB11 1BA		
<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>	3733602	THREE WOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	18581957		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	06/01/2020		
<b>Total Attachments: 3</b>			
source=US Assignment for THREEWOOD#page1.tif			
source=US Assignment for THREEWOOD#page2.tif			
source=US Assignment for THREEWOOD#page3.tif			

CH \$40.00 3733602

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "*Assignment*") is made effective as of January 31, 2019 (the "*Effective Date*") pursuant to that particular Business Transfer Agreement of even date herewith (the "*BTA*") by and among Morrison Bowmore Distillers Limited ("*Assignor*") and Beam Suntory UK Limited ("*Assignee*"). Capitalized terms not defined herein shall have the meaning set forth in the BTA.

WHEREAS, Assignor is the owner of record of the trademarks identified in Schedule 1 attached hereto (the "*Marks*"), which are the subject of the United States trademark registrations or applications listed in such Schedule 1; and WHEREAS, the Assignor desires to transfer the Marks together with the associated goodwill to Assignee, and the Assignee desires to acquire such Marks from the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor's rights, title and interest in and to the Marks, together with (a) the good will of the business symbolized by and associated with the Marks, (b) all applications for registration, registrations, renewals and statements of use thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registration thereof or such associated good will.

Assignor agrees to execute and deliver at Assignee's reasonable request all papers, instruments, and assignments, and to perform any other acts the Assignee may reasonably require, in order to vest in Assignee all of Assignor's rights, title, and interest in and to the Marks and/or to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby appoints each officer or other authorized representative of Assignee as Assignor's true and lawful attorney-in-fact ("*Attorney-in-Fact*"), with full power of substitution, for Assignor and in its name, place and stead and on its behalf and for its use and benefit to execute and deliver all documents and instruments in such form and with such substance and to take all actions on behalf of Assignor that such Attorney-in-Fact deems necessary, advisable or appropriate in order to transfer to and vest in Assignee all of the foregoing rights in the Marks and to otherwise effectuate the assignment set forth herein, including without limitation any filings with the U.S. Patent and Trademark Office that may be necessary to reflect Assignee's title to the Marks.

A facsimile or emailed copy of this Assignment signed by Assignor may be treated as an original for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment as of the Effective Date.

**ASSIGNOR:**

**Morrison Bowmore Distillers Limited**

By: 

Name: Christopher C. Mackey

Authorized Signatory of Morrison Bowmore

Distillers Limited

Schedule 1

MARKS

MARK	APP. NO.	FILING DATE	REG. NO.	REGISTRATION DATE
THREE WOOD	77/690192	March 13, 2009	3733602	January 5, 2010