

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664991

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		07/26/2021	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	John Crabbie & Company Limited		
Street Address:	21 Graham Street		
City:	Edinburgh		
State/Country:	UNITED KINGDOM		
Postal Code:	EH6 5QN		
Entity Type:	Limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3898608	CRABBIE'S	
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:	707-252-7122		
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:	HALE02-069		
NAME OF SUBMITTER:	J. Scott Gerien		
SIGNATURE:	/J. Scott Gerien/		
DATE SIGNED:	08/04/2021		
Total Attachments: 3			
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THIS ASSIGNMENT is made on this 26th day of July 2021.

BETWEEN:

- (1) Halewood International Brands Limited, a company incorporated under the laws of England and Wales with registration number 03896214 whose registered office is at The Winery, Ackhurst Road, Chorley PR7 1NH United Kingdom (Assignor); and
- (2) John Crabbie & Company Limited a company incorporated under the laws of Scotland with registration number SC302845, whose registered office is at 21 Graham Street, Edinburgh, EH6 5QN United Kingdom (Assignee).

BACKGROUND:

- (A) The Assignor is the owner of the Assigned Rights (as defined below).
- (B) The Assignor wishes to assign all its rights, title and interest in and to the Assigned Rights to the Assignee.

IT IS AGREED:

1. Definitions and Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Assigned Rights: the intellectual property described in Schedule 1.

- 1.2 The Schedule forms part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedule.

2. Assignment

In consideration of the payment by the Assignee to the Assignor of £10 (TEN POUNDS STERLING), the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its property, right, title and interest in and to:

- (a) the Assigned Rights including any common law rights and all the goodwill of the business symbolised by the Assigned Rights in respect of the goods specified in Schedule 1; and
- (b) the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3. Further Assurance

- 3.1 The Assignor covenants that at request of the Assignee at his own expenses at any time and from time to time it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

4. Governing law and Jurisdiction

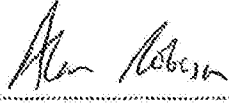
4.1 This assignment shall be governed by and construed in accordance with the laws of England and the parties hereto irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

5. Counterparts

5.1 This Assignment may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

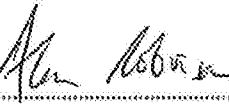
IN WITNESS WHEREOF this Assignment has been executed by the Assignor and signed by the Assignee and is intended to be and is hereby delivered by the parties on the date specified above.

SIGNED by Alan Robinson, Director acting as an officer

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For and on behalf of Halewood International Brands Limited

SIGNED by Alan Robinson, Director acting as an officer

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For and on behalf of John Crabbie & Company Limited

SCHEDULE 1 – TRADE MARKS

Territory	Trade Mark	Application No./ (Registration No.)	Application Date/ (Registration Date)	Classes and specification
United States	CRABBIE'S	77840139 (3898608)	2 October 2009 (4 January 2011)	<p>IC 032. US 045 046 048: Beers; [mineral and aerated waters; non-alcoholic drinks, namely, noncarbonated frozen flavored beverages, carbonated beverages, non-alcoholic cocktails, nonalcoholic fruit juice beverages, non-alcoholic malt beverages, non-alcoholic malt coolers, nonalcoholic punch; fruit drinks and fruit juices; syrups for making beverages; shandy; non-alcoholic beers and wines;] alcopops in the nature of beverages made primarily of beer</p> <p>IC 033. US 047 049: [Alcoholic wines; spirits and liqueurs; alcoholic preparations for making beverages; spirit or wine-based cocktails and aperitifs; beverages containing wine; mulled wines;] alcopops [; alcoholic cocktails]</p>