



11-10-2003



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Attorney Docket No. 3027-1001

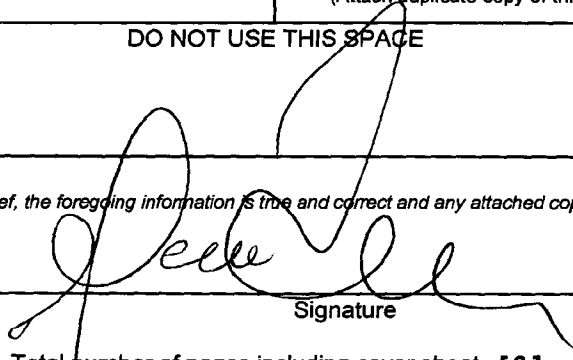
To the Honorable Commissioner of Patents & Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>LANG BROTHERS LIMITED <u>U.S.-03</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Other - Company (United Kingdom)</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: PETER J RUSSELL & COMPANY LIMITED</p> <p>Street Address: Russell House, Dunnet Way, Broxburn EH52 5BU, United Kingdom</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - United Kingdom <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="checkbox"/> Security Agreement</p> <p>Execution Date: April 16, 2003</p>	

<p>4. Application number(s) or registration (numbers):</p>	
<p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).</p> <p><u>961,659</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Mark Lebow YOUNG & THOMPSON Second Floor 745 South 23rd Street Arlington, VA 22202</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No. 25-0120 (Attach duplicate copy of this page if paying by deposit account.)</p>
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DO NOT USE THIS SPACE

<p>9. Statement and signature.</p>		
<p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p>		
<p>Mark Lebow Name of Person Signing</p>	 Signature	<p>November 5, 2003 Date</p>

Total number of pages including cover sheet: [6]

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ASSIGNATION

by

EDRINGTON DISTILLERS LIMITED

in favour of

PETER J RUSSELL & COMPANY LIMITED

DUNDAS & WILSON CS

Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

Tel 0131 228 8000
Fax 0131 228 8888
Legal Post: LP2 Edinburgh 6

1625
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ASSIGNATION

by

EDRINGTON DISTILLERS LIMITED, a company registered in Scotland (Registered No SC014472) and having its Registered Office at 2500 Great Western Road, Glasgow G15 6RW (the "Assignor")

in favour of

PETER J RUSSELL & COMPANY LIMITED, a company incorporated in Scotland under the Companies Acts (registered number SC032696) and having its registered office at Russell House, Dunnet Way, Broxburn EH52 5BU (the "Assignee")

WHEREAS:

- (A) of even date herewith the parties hereto, Lang Brothers Limited and The Edrington Group Limited, entered into an Asset Purchase Agreement (the "APA");
- (B) the Assignor is the proprietor and lawful owner of the Brands Intellectual Property other than the Registered Trade Marks (both as hereinafter defined) and has agreed to assign the Brands Intellectual Property other than the Registered Trade Marks to the Assignee in implementation of its obligations under the APA; and
- (C) the Assignee has agreed to take an assignment of the Brands Intellectual Property other than the Registered Trade Marks on the following terms.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Assignment the following term shall have the following meaning:-

"Brands Intellectual Property" has the meaning ascribed to it in the APA;

"Registered Trade Marks" has the meaning ascribed to it in the APA.

1.2 Headings in this assignment are for convenience only and shall not affect the interpretation.

2. Assignment

Pursuant to the APA, and for the consideration set out therein, with effect from the date of execution of the APA, the Assignor:-

2.1 hereby assigns irrevocably to the Assignee its whole right, title and interest in and to the Brands Intellectual Property other than the Registered Trade Marks ; and

2.2 agrees and undertakes, at the reasonable request of the Assignee, to execute all such documents, forms and authorisations and depone to or swear any declaration or oath as may be reasonably required to give effect to this assignment or which may otherwise be necessary for vesting absolutely the rights hereby assigned to the Assignee or for

conferring on Assignee all rights of action in relation to any infringement of the Brands Intellectual Property (other than the Registered Trade Marks) by third parties at the date hereof or hereafter. For the avoidance of doubt the costs and expenses of having the change of ownership effected hereby being recorded in any relevant register and any stamp duty or other duty relating hereto shall be borne by the Assignee.

3. Further assurances

The Assignor hereby authorises and requests if and where appropriate any official of any country whose duty it is to register designs or trade marks or other evidence or forms for industrial and/or intellectual property protection, on application being made by the Assignee pursuant hereto to issue same to the Assignee or its successors or permitted assignees and all parties hereby agree to the change of ownership effected hereby being recorded in any relevant register.

4. No warranties

For the avoidance of doubt, no warranty (express or implied) is given by the Assignor relative to the Brands Intellectual Property save insofar as any such warranty may be set out expressly in the APA. Any warranty that might otherwise be implied by law is hereby excluded insofar as it is possible to do so.

5. Governing Law

This Assignment shall be governed by and construed in all respects in accordance with the laws of Scotland and the parties hereby agree to submit to the non-exclusive jurisdiction of the Scottish courts as regards any claims or matters arising from the subject matter hereof.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows:-

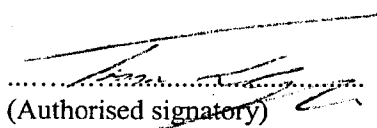
SIGNED for and on behalf of
EDRINGTON DISTILLERS LIMITED

by TRINA GLEN

and

by

an authorised signatory thereof


.....
(Authorised signatory)

at GLASGOW

on 16 APRIL 2003 before the

following witness:

Witness



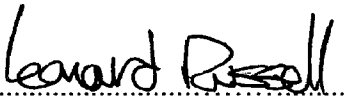
Name

HOUSE M. TORILK

Address

C/O.....151.....ST. VINCENT ST
GLASGOW.....

SIGNED for and on behalf of
PETER J RUSSELL & COMPANY LIMITED
by LEONARD RUSSELL
an authorised signatory thereof


.....
(Authorised signatory)

at GLASGOW
on 16 APRIL 2003 before the
following witness:-

Witness



Name

LOUISE M. WYLIE

Address

C/O 151 ST VINCENT ST
GLASGOW

Mark: GLENGOYNE
Appln./Reg. No.: 406137 / 961659

POWER OF ATTORNEY

The undersigned hereby appoints **ROBERT J. PATCH**, Reg. No. 17,355, **ANDREW J. PATCH**, Reg. No. 32,925, **ROBERT F. HARGEST**, Reg. No. 25,590, **BENOIT CASTEL**, Reg. No. 35,041, **THOMAS W. PERKINS**, Reg. No. 33,027, **ERIC JENSEN**, Reg. No. 37,855, **ROLAND E. LONG, JR.**, Reg. No. 41,949, and **MARK LEBOW**, c/o YOUNG & THOMPSON, 745 South 23rd Street, Arlington, VA 22202, telephone: (703) 521-2297, its attorneys, to handle all matters pertaining to the above-referenced application/registration, and to transact all business in the Patent and Trademark Office in connection therewith.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Robert J. Patch, Andrew J. Patch, Robert F. Hargest, Benoit Castel, Thomas W. Perkins, Eric Jensen, Roland E. Long, Jr., or Mark Lebow, whose postal address is c/o YOUNG & THOMPSON, 745 South 23rd Street, Arlington, VA 22202, telephone: (703) 521-2297, telefax: (703) 685-0573, is hereby designated the application/registration owner's representative upon whom notices or process in proceedings affecting this application or registration may be served.

Leonard Russell
Signature

LEONARD RUSSELL, MANAGING DIRECTOR
Printed Name and Title

4 September 2003
Date